

SUMMARY OF TERMS
Final Super Bowl 60 League Event Agreement
January 1, 2026

The following is a summary of the FINAL negotiated terms for the Super Bowl LX League Event Agreement (“Agreement”) between the City of Santa Clara (“City”), the Santa Clara Stadium Authority (“Stadium Authority”), the Bay Area Host Committee (“BAHC”), Forty Niners SC Stadium Company, LLC (“StadCo”), and Forty Niners Stadium Management Company LLC (“ManCo”).

Note: A proposed “final draft” of this Agreement was presented to the City Council/Stadium Authority Board and approved in “substantial form” on September 23, 2025. Any updates or minor modifications made to the Agreement subsequent to this [are highlighted in blue](#).

Please refer to the full Agreement for the specific terms and conditions.

1. League Event Agreement Implements and Modifies the Stadium Lease [Agreement Section 1]

As contemplated by Article 21 in the Stadium Lease, the League Event Agreement acts to implement and modify the Stadium Lease. This is meaningful in a number of ways, including: (a) the negotiated terms for SBLX do not provide for a “threshold” on Public Safety Costs above which the Stadium Authority would need to contribute (Sections 7.5.2 and 7.5.3 of the Stadium Lease); and (b) the negotiated terms for SBLX call for any amounts paid to the City towards the Senior and Youth Program Fee to not be subject to the cap on such fees (Section 12.2 of the Stadium Lease). The remaining provisions of the Stadium Lease not modified by or inconsistent with the League Event Agreement remain in effect. [Section 1]

2. Subject to Reimbursement, City Shall Provide Necessary Local Public Safety, Transportation Management, Emergency Medical Response and Related Event Services (“Super Bowl Services”) in Accordance with City Approved “Super Bowl Services Master Plan” and “Public Safety Plan” [Agreement Sections 2.1 and 2.2]

- a. “Super Bowl Activities” include the SBLX game and designated Super Bowl related events taking place in and within the security perimeter of the Stadium before, during and after the game. Upon mutual agreement of the parties, Super Bowl Activities may be expanded to include events and activities that require public security services, such as in and around hotels and other facilities within the City used by the NFL teams, friends and family and NFL officials/contractors, and other Super Bowl related activities in the City initiated or requested by BAHC on behalf of the NFL occurring outside the security perimeter of the Stadium. [Section 2.1.1]
- b. “Super Bowl Services” include what’s typically involved in support of any NFL event at the Stadium (e.g., planning and event day public safety, transportation management, emergency medical response, logistics support services, along with certain required materials and equipment), but expanded to meet the unique demands and requirements of the Super Bowl. Service components include “Event Planning and Training Services,” “Actual Event Services,” “Required

Equipment Costs,” and “Miscellaneous and Unanticipated Expenses.” [Sections 2.1.2, 3.4.6, 3.4.7 and Exhibit A]

- c. City will prepare, in regular consultation with BAHC, ManCo, and StadCo, plans for the City’s provision of Super Bowl Services, collectively, the “Super Bowl Services Master Plan.” As a component of the Master Plan, City will also produce a SBLX Public Safety Plan. City shall solicit input from all stakeholders in the preparation of such plan, including other involved law enforcement agencies and the NFL. Ultimately, City (SCPD) will have final approval over the Master Plan and the Public Safety Plan; and City will be the local lead agency responsible for Plan implementation. [Sections 2.2.1 and 2.2.2]

3. BAHC Responsibility to Reimburse City for all “Qualified Event Expenses” [Agreement Sections 2.3, 3.2 through 3.4, and 3.6]

- a. BAHC is responsible for reimbursing City for all “actual and reasonable costs” incurred by City in connection with City’s provision of Super Bowl Services (“Qualified Event Expenses”). Note: “actual and reasonable” costs is the same standard for reimbursement currently provided under the Stadium Lease for NFL Games. Reimbursable categories of “Qualified Event Expenses” include: “Event Planning and Training Expenses,” “Actual Event Expenses,” reasonable costs related to “Required Event Equipment,” and “Miscellaneous or Unexpected Expenses.” [Sections 3.2, 3.3, 3.4, and Exhibit A]
- b. The City is responsible for preparing a “Preliminary Cost Estimate” for its projected necessary Super Bowl Support Services. Event Planning and Training As of September 23, 2025 these figures were estimated at \$906,132 for Event Planning and Training Expenses; \$494,917 for Required Event Equipment Costs; and \$5,027,015 for Actual Event Expenses, for a total of \$6,428,064, with a note that these figures were under review and needed to be updated. The updated estimated cost figures as of January 1, 2026 are \$953,469 for Event Planning and Training; \$215,545 for Required Event Equipment Costs; and \$5,047,746 for Actual Event (Deployment) Expenses (including a 20% Event Deployment Staffing Contingency), for a revised total of \$6,216,760. Exhibit B has been updated accordingly. [See updated Exhibit B]
- c. “Updated Cost Estimates” are required on or about January 16, 2026 or more frequently if either party learns of a “material” new cost factor. [Agreement Section 2.3.2] Note: the previous date for City’s submittal of “Updated Cost Estimates” was November 15, 2025.
- d. BAHC’s ultimate reimbursement obligation (subject to certain pre-approval rights for purchased equipment as provided below) is to pay whatever actual and reasonable “Qualified Event Expenses” are incurred and invoiced, even if such amount is above the final “Updated Cost Estimate.” [Section 3.2]

4. Invoicing and Reimbursement Process for Pre-Event Expenses [Agreement Section 3.3]

- a. In general, Event Planning and Training expenses are to be billed monthly using processes and forms similar to what parties have used under the Interim Funding Agreement. [Section 3.3]

- b. BAHC may request additional information or reasonably dispute requested reimbursement items. [Sections 3.3.2, 3.3.3, and 3.3.5]
- c. After review and approval, BAHC will pay all undisputed items and set aside disputed amounts; if disputed amounts balance exceeds \$50,000, such amounts to be deposited into a Dispute Escrow Account. [Section 3.3.4]
- d. Parties will meet and confer to resolve disputes; if disputed amounts exceed \$200,000, either party can trigger expedited Dispute Resolution through binding mediation. [Section 3.3.4 and 3.5]

**5. Invoicing and Reimbursement Process of Actual Event Expenses
[Agreement Sections 3.4 and 3.5]**

- a. To assure payment of “Actual Event Expenses,” BAHC agrees to make an “Advance Payment” to the City by [on or before January 9, 2026](#) in an amount equal to 50% of the then estimated Actual Event Expenses. [Based on current Event Deployment cost estimates \(excluding the 20% contingency factor\), this payment will be \\$2,153,227.50. \[Section 3.4.1\]](#)
[Note: The previous “due date” for this payment was December 25, 2025. However, the Agreement was not finalized at that time, nor had the City provided the Updated Cost Estimate upon which the 50% Advance Payment number was to be calculated. Accordingly, this date was adjusted to January 9, 2026.](#)
- b. City’s target date for its invoice for Actual Event Expenses is April 1, 2026. The target date for City’s “clean up” invoice, including unbilled third-party costs, is May 1, 2026. [Section 3.4.2]
- c. BAHC reserves the right to request additional information and reasonably dispute requested reimbursements, with parties meeting and conferring to resolve disputes, and deposits of any disputed amounts into the “Dispute Escrow Account.” [Sections 3.4.3 – 3.4.5]
- d. If parties are unable to resolve any dispute(s) over amounts owed, the matter(s) will be decided through binding arbitration. [Section 3.5.3]
- e. Subject to offset for Advance Payments amounts already paid, and any disputed amounts submitted to arbitration, BAHC shall pay all remaining amounts owed within sixty (60) days of City’s final “Completed Payment Request.” [Section 3.4.5]
- f. New language makes it clear that Off-Site Parking fees received by the City will also offset BAHC’s reimbursement obligations for the Super Bowl Events similar to how such fees currently offset StadCo’s obligations for all other NFL Events under the terms of the Stadium Lease. [Section 3.4.2] In this case, however, such offsets will not trigger any credits against StadCo’s general obligations to reimburse costs and pay rent under the Stadium Lease. [Section 3.8]

**6. Special Rules for Equipment and Miscellaneous Expenses
[Agreement Sections 3.4.6 and 3.4.7]**

- a. The cost of additional equipment required for SBLX, to be memorialized in a separate “Required Equipment List,” will also be reimbursed by BAHC. [Section 3.4.6 and Exhibit B] [Language was added to the final Agreement to clarify that approval of the Agreement would not constitute agreement to the Required Equipment List itself, and that any dispute regarding that list would be resolved, as with other disputes under the Agreement, through binding arbitration. The Required Equipment List has now been agreed to by the parties.](#)
- b. If equipment is to be purchased and used for Super Bowl Activities only, BAHC prior approval is required; if it is to be retained by City for future use, it will be leased to BAHC at reasonable rates; if it is not to be retained, at its option, BAHC shall be entitled to retain the equipment itself (subject to applicable laws), or receive its salvage/sale proceeds. [Section 3.4.6.c and d]
- c. If equipment can be leased instead of purchased this is preferred; third party lease costs will be passed through to BAHC as a Qualified Event Expense. [Section 3.4.6.d]
- d. Whenever practical, in order to reduce costs and achieve economies of scale, City shall coordinate and combine its procurement of equipment with its procurement of “Required Event Equipment” under the terms of the FIFA Agreement. City will allocate and invoice all “Qualified Event Expenses” incurred in connection with such coordinated procurement efforts as “World Cup Support Services” or “Super Bowl Support Services” based on the extent to which such equipment is projected to be deployed for such events. [Section 3.4.6.e]
- e. Miscellaneous or unanticipated costs to be discussed and reasonably agreed to by the parties. [Section 3.4.7].
- f. Equipment costs and approved miscellaneous costs to be submitted for reimbursement with the next scheduled Payment Request. [Section 2.3.4.c and 3.4.7]

7. StadCo Responsible for Any Qualified Event Expense Shortfall; Qualified Event Expenses Paid Not to be Treated as “Public Safety Costs” for Purposes of the Stadium Lease [Agreement Section 6.1]

- a. If BAHC fails to fulfill its obligation to fully reimburse City for City’s Qualified Event Expenses (a “Qualified Event Expense Shortfall”), StadCo shall reimburse City the entire amount of the Qualified Event Expense Shortfall. New language makes it clear that StadCo’s obligation also extends to BAHC’s “Advance Payment” obligation, and interest will accrue on StadCo’s failure to timely make payments on its “back stop” obligation at the rate of 6% per annum. [Section 6.1.1]
- b. In no event shall any Qualified Event Expense amounts paid by BAHC or StadCo under the terms of the League Event Agreement, including any Qualified Event Expense Shortfall, count or be treated as “Credited Public Safety Costs”

under the terms of the Stadium Lease between Stadium Authority and StadCo, and the Parties acknowledge and agree that the Super Bowl Game shall not be included in the calculation of the Public Safety Costs Threshold for the 2025-2026 Lease Year. [Section 6.1.2]

8. Cooperation on Federal and State Funding
[Agreement Section 6.12]

- a. The Parties agree to cooperate to obtain private and public sources of funding to help offset Qualified Event Expenses, ideally with earmarks for that purpose. [Section 6.12.a]
- b. If “New Government Funding” is actually paid to City for Qualified Event Expenses, BAHC’s obligations will be offset by the amount received by City. If funding is committed, but not yet received, parties to meet and confer to see if any corresponding BAHC obligations may be offset pending the actual receipt of funding, subject to final, reasonable City approval. BAHC will remain ultimately responsible if government funding is not ultimately received. [Section 6.12.b]

9. Stadium Capital Improvements
[Agreement Section 4]

- a. Although no capital improvements are currently expected to be required in connection with SBLX, any Stadium Capital Improvements that are required shall be overseen and implemented by ManCo (“Super Bowl Improvements”). All proposed Super Bowl Improvements outside the Tenant Exclusive Areas, where required under the existing Stadium agreements, must first be approved by Stadium Authority. [Section 4.1]
- b. Any Super Bowl Improvements shall not be treated as capital improvements requiring funding by Stadium Authority under the Stadium Lease. BAHC and StadCo are jointly liable for funding and lien-free completion of any such improvements. [Section 4.2]

10. Permitting and Additional Agreements
[Agreement Sections 5, 6, and 9]

- a. Permitting. City to work in good faith to expedite permit processing; BAHC to pay all customary processing and permit fees. [Section 5]
- b. NFL Stadium Access. StadCo may enter into a license agreement with the NFL (and with BAHC as appropriate) to grant access to the Stadium for purposes of hosting SBLX. Should BAHC, or other third-party access to the Stadium be needed in connection with SBLX for tours, preliminary site inspection visits, planning meetings, or other related purposes, during the Non-NFL Event season/period, and such access should mitigate any negative impacts on the planning or execution of ticketed and non-ticketed Non-NFL Events in accordance with the Stadium Lease. [Section 6.2]
- c. Convention Center Use. Use of the City’s Convention Center for Super Bowl Activities shall be provided on the following terms:

- (1) Use Term shall be from January 17, 2026, through February 13, 2026, with certain designated facilities retained for City use/rental from January 17, 2026, to January 26, 2026.
 - (2) Facility Rent shall be \$650,000, subject to offset by Rent Credits as follows: a 20% "Major Event Credit" equal to \$130,000; a \$200,000 "Business Development Funds Credit" to be funded by the Silicon Valley/Santa Clara Destination Marketing Organization (DMO) (which was approved unanimously by the DMO Board of Directors at their September 18, 2025 board meeting); and a "Performance Rent Offset" of not to exceed \$320,000 based on actual expenditures from events held on Food and Beverage, Audio Visual and Information Technology Services (40% of expenditures up to \$500,000 and 30% of expenditures between \$500,000 and \$900,000).
 - (3) A security deposit of \$320,000 shall be paid in two installments of \$160,000, on January 2, 2026, and January 16, 2026. Note: the previous dates for payment of these deposit amounts were November 1, 2025 and January 1, 2026, respectively; however, because the Convention Center Agreement is just now being finalized to be consistent with the terms of the LEA, these dates were modified.
 - (4) If the Convention Center is not used during the Use Term, or the booking is cancelled, there shall be a cancellation fee due and payable from BAHC in the full amount of Facility Rent (\$650,000).
- d. Access to Other City Facilities/Youth Sports Park (YSP). If either the NFL or BAHC needs access to any facilities under the control of the City or the Authority other than the Stadium, including the YSP (which the Parties anticipate will be within the security perimeter for the Game and Designated Events), they must secure the necessary right of entry permits and/or licenses from the City or the Stadium Authority where applicable, on reasonable terms to be negotiated. [Section 6.3] Note: The City Council approved the terms of a License Agreement with the NFL for use of the YSP at its meeting on December 16, 2025. This agreement has since been finalized and executed. A copy of the final License Agreement will be provided to the Council under separate cover.
- e. Senior and Youth Fee. StadCo shall pay to the City the Santa Clara Senior and Youth Program Fee on each SBLX ticket in the amount specified in Section 12.2 of the Stadium Lease; however, such amounts shall not be counted towards any cap on such fees provided in Section 12.2. If the NFL will not permit the inclusion of the Santa Clara Senior and Youth Program Fee in its tickets for the Game (as is expected), StadCo agrees to provide a donation to the City, within 60 days of the Game, for use by the City for Senior and Youth Program purposes, an amount equal to the amount of the Santa Clara Senior and Youth Program Fee that would have been collected had they been allowed. [Section 6.6]
- f. Conflicts of Interest. In implementing its obligations under the Agreement, ManCo is obligated to comply with all standards under the Management Agreement. [Section 6.13.1] BAHC will also not include Forty Niners officials in the consideration and approval of this League Event Agreement. Given that this is an NFL Event, this restriction will not apply to fundraising efforts or with

respect to BAHC's obligations to the NFL or the implementation of the League Event Agreement as StadCo will be materially involved. [Section 6.13.2] All parties shall comply with applicable federal, state and local laws, including conflict of interest laws, in connection with the League Event Agreement and the implementation of the event. [Section 6.13.3]

- g. No City Waiver of Local Taxes or Fees. City has not agreed to any waiver of local taxes or fees in connection with the Super Bowl events and is not responsible for reimbursing for any such taxes or fees. [Sections 6.11 and 9.3]
- h. Marketing and Promotion of City. BAHC and Discover Santa Clara, Santa Clara's Destination Marketing Organization (DMO) will use commercially reasonable efforts to coordinate and collaborate with the City to jointly promote and market City businesses, events, and facilities in association with SBLX in accordance with a separate, pending agreement between BAHC and DMO. Upon request from the City, BAHC shall endeavor in good faith to arrange for support from Bay Area professional sports teams (for example, professional athlete and/or team mascot guest appearances) at City sponsored events ("City Sponsored Event Support"). BAHC cannot guarantee City Sponsored Event Support, and neither BAHC nor any professional sports team, shall be required to incur any out-of-pocket costs in connection with solicitation or provision of City Sponsored Event Support. [Section 6.7]
- i. Joint Marketing of City Assets. BAHC and StadCo agree to cooperate with City in the marketing of any City assets to NFL or their commercial affiliates. City's marketing shall be subject to the terms of any existing agreements binding on the City that limit such activities (e.g., the Ground Lease and the Parking Rights agreements), and applicable provisions of any adopted Special Event Zone, below. [Section 6.8]
- j. Special Event Zone. City staff agrees to prepare and present to the City Council for its consideration, within the limits of applicable state and federal law, a "Special Event Zone" ordinance designed to protect the public health, safety and welfare, and enhance local aesthetics by temporarily regulating or restricting certain advertising and commercial activities within the vicinity of the Stadium leading up to and during the Super Bowl event. The ordinance is also intended to address NFL concerns and standards for such activities. The BAHC shall be responsible for reimbursing City all staff and related costs in preparing the ordinance and shall defend the City from any legal challenges. [This Section has been updated to reflect that that City Council has approved the contemplated Special Event Zone, with second reading and adoption occurring at the Council's December 16, 2025 meeting.](#) [Section 6.9]

The draft Agreement approved by Council on September 23rd contained a provision [Section 8.4] affording each party a termination right for the Agreement in the event the Council didn't approve a "Special Event Zone" and the Parties are unable to meet and confer and come up with alternative measures. Because the Special Event Zone was approved, this provision was no longer necessary and was deleted.

- k. Point of Sale Designations. BAHC and StadCo shall cooperate with City to have the City of Santa Clara designated as the “point of sale” for transactions that could generate local sales and use taxes related to Super Bowl Activities. [Section 6.10]

11. Legal Provisions.
[Agreement Sections 7 and 8]

- a. Indemnities. ManCo/StadCo and BAHC to defend, protect, defend and hold City and Stadium Authority harmless in connection with their respective performance of services and undertaking of obligations for the Super Bowl Activities, excluding liabilities ultimately determined to have arisen as a result of the negligence or willful misconduct of City or Stadium Authority. [Sections 7.1.1 and 7.1.2]
- b. Insurance. Stadium Authority and StadCo to maintain “Standard Event Insurance” per existing NFL Event standards throughout term of the agreement and during the Super Bowl Activities, as set forth in the Stadium Lease and paid for in accordance to the Stadium Lease; however, subject to their reasonable approval, BAHC shall bear the cost of any additional costs for “Specialty Insurance” reasonably required by City/Stadium Authority or the NFL as result of enhanced risks presented by Super Bowl Activities. [Sections 7.2.1 and 7.2.2]
- c. Late Payments. Interest will accrue on late payments owed to City/Stadium Authority but not paid (“Delinquent Amounts”) at the rate of 1.25% per month (15% per year) until paid. Disputed amounts not paid shall not be treated as “Delinquent” but, if determined ultimately to be owed, shall themselves accrue interest at the rate of .25% per month (3% per year) from the date originally due. [Section 8.1]
- d. Remedies/Dispute Resolution. Parties are entitled to specific performance and monetary damages, but not consequential damages, as remedies for another party’s noticed but uncured default. Unresolved disputes over “Disputed Amounts” are to be submitted to binding arbitration. [Section 8.3]