



2026 MARLINS YOUTH ACADEMY NIKE JR. RBI AFFILIATION AGREEMENT – CITY OF FORT LAUDERDALE

Miami Marlins Foundation, Inc. (“Marlins”) agrees to recognize your junior baseball league for the City of Fort Lauderdale, a Florida municipality (the “City”) (individually referred to “Party” or collectively as “Parties”) as a *2026 Marlins Youth Academy Nike Jr. Reviving Baseball in Inner Cities* (“Nike Jr. RBI” or “League Program”) league subject to the terms and conditions contained in this 2026 Marlins Youth Academy Nike Jr. RBI League Agreement, including Exhibits A-C attached hereto (“Agreement”).

A. License of Trademarks.

The Marlins grant the League a non-exclusive, revocable, non—transferable, limited license to use certain trademarks, service marks, and/or copyright rights belonging to the Marlins that are provided to the League by the Marlins solely in connection with operation of the League, as attached hereto in Exhibit A and as subsequently provided from time to time (“Nike Jr. RBI Marks”), subject to the terms and conditions of this Agreement. The Marlins represent to the City that the Marlins will not use the City’s logo or Marks in any media or promotional material during the term of this Agreement. Nothing contained in this section or elsewhere in this Agreement is in any way intended to grant The Marlins a license or authority to use the City’s logo or Marks in any media or promotional material. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

B. The Program.

1. By December 31, 2026, City shall field a minimum of three (3) teams in one (1) or more of the following Nike Jr. RBI age divisions that complete a minimum of eight (8) games per team, per season, unless otherwise agreed upon in writing by the Marlins and City.
 - a. T-Ball: Born on or after May 1, 2019 to April 30, 2021(Ages 5 to 6).
 - b. Coach Pitch: Born on or after May 1, 2016 to April 30 2019 (Ages 7 to 9).
 - c. Kid Pitch: Born on or after May 1, 2013 to April 30, 2016 (Ages 10 to 12)
 - d. Softball: Born on or after May 1, 2013 to April 30, 2019 (Ages 7 to 12)
2. City agrees to conduct the League Program according to all the standards and guidelines set forth in this Agreement and as otherwise required by the Marlins, including, but not limited to, the City must:
 - a. Furnish a copy of the League Program’s roster and game schedule, including dates, times and locations, to the Marlins at least two (2) weeks prior to the first League Program game, unless said deadline is modified or extended by mutual written consent of the Parties;
 - b. Provide information to the Marlins regarding the initial number of teams and participants in the League Program at least two (2) weeks prior to the first League Program game, unless said deadline is modified or extended by mutual written consent of the Parties, and provide the Marlins with an updated number of teams and participants in the League Program as any changes occur throughout the 2026 Nike Jr. RBI Season;
 - c. Refrain from discriminating unlawfully on the basis of race, creed, color, national origin,

- d. or gender, as required by applicable state, local, and federal laws;
 - d. Agree to programmatic and fiscal monitoring, evaluations, and observations by the Marlins and its designee(s), as detailed in Exhibit C hereto;
 - e. Require each participant in the League Program (i.e., players, coaches, umpires, etc.) and his/her parent(s) or guardian(s) (if such participant is a minor) to execute the 2026 Marlins Youth Academy Nike Jr. RBI Program Release and Waiver;
 - f. Confirm and provide written documentation to the Marlins upon request that 50% of registered participants in the League Program are members of low-income families meeting the poverty guidelines as established by the U.S. Department of Health and Human Services, provided said data is available to the City and subject to and conditioned upon Florida public records law, Chapter 119, Florida Statutes (2025);
 - g. Execute indemnification and other agreements as required by the Marlins, subject to and conditioned upon terms and conditions that are acceptable to the City;
 - h. Complete a report at the end of the 2026 Nike Jr. RBI Season, in compliance with terms and guidelines provided by the Marlins;
 - i. Use any materials furnished by the Marlins (i.e., uniforms, uniform patches, equipment, written materials, etc.) in the manner requested by the Marlins; and transmission of the League Program games or related activities.
3. The City must comply with the following procedures for the safety of the players during the Term (as defined below):
- a. To the extent permitted by law, the City shall conduct, or have an accredited third-party conduct, a background check, at the City's expense, on all adult persons, whether hired workers or volunteers, including, but not limited to, managers, coaches, the City's City Commission, officers, agents, and any other persons, volunteers, or hired workers who provide services to the City and/or have access to or contact with players ("Adults") prior to the Adults performing any services in connection with the League Program. Any Adult shall not be eligible to perform services in relations to the League Program, and the Marlins shall have the right to terminate this Agreement immediately without any further obligations owed to the City at the sole discretion of the Marlins, if any Adult has been or is at any time during the Term: (a) convicted for any crime involving or against a minor; (b) convicted for any sexual, weapons-related, or other violent crime; (c) convicted for any crime involving fraud, moral turpitude, dishonesty, or breach of trust; a criminal conviction (including a plea of no contest or nolo contendere), civil judgment, or finding by a court or credible investigative body that the individual committed any act, however classified, that would constitute Child Abuse under the Major League Baseball Youth Protection Policy; (d) a conviction for Driving While Intoxicated if the Adult's services to the League Program would include driving or (e) listed in a sex offender registry. Beyond the enumerated offenses, Marlins reserves the right to terminate this Agreement in the event any background check on, or any act or omission of, any Adult is not satisfactory to the Marlins in the sole discretion of the Marlins.
 - b. To the extent permitted by law, City and/or every Adult, as applicable, shall be required to (i) sign and submit an MLB Youth Protection Policy form; and (ii) successfully complete the USA Baseball Abuse Awareness for Adults course (the "Training Course") prior to the start of the League Program season. Upon request, the City shall supply the Marlins with copies of the Certificate of Completion for the Training Course for each person who completes the Training Course.
 - c. To the extent permitted by law, in accordance with applicable law and MLB policies, the

City agrees to report any and all incidents of child abuse or sexual misconduct (involving adults or minors), as well as any facts giving reason to suspect that a child has suffered an incident of child abuse, to the Marlins and the Florida Department of Children and Families as soon as reasonably practical, but in no event more than twenty-four (24) hours after learning of such incidents or facts.

The Marlins will provide the City with ten (10) days prior written notice of its intent to suspend or terminate the City's affiliation in the Marlins Youth Academy Nike Jr. RBI program for failure to comply with these regulations.

4. Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect as of the date of execution of this Agreement by both parties and continue through December 31, 2026 ("Term"). The Marlins reserve the right to discontinue the Marlins Youth Academy Nike Jr. RBI program or any part of the Marlins Youth Academy Nike Jr. RBI program or require that the City disassociate itself from the Marlins and the Marlins Youth Academy Nike Jr. RBI at any time and for any reason with ten (10) days prior written notice to the City. In addition, the Marlins may suspend or discontinue the Marlins Youth Academy Nike Jr. RBI program in its entirety at any time and for any reason with ten (10) days prior written notice to the City.
5. The City acknowledges and agrees that the Marlins have no obligation to make any payment directly to the City for any purpose, except for costs incurred by the Marlins that are not approved by the City (with such approval not to be unreasonably withheld).
6. This Agreement is binding when signed by an authorized representative of the City and returned to the Marlins to:

Miami Marlins Foundation, Inc.
Attn: 2026 Marlins Youth Academy Nike Jr. RBI Program
501 Marlins Way, Miami, FL 33125
or via email to PlayBall@marlins.com

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By signing below, you represent and warrant that you have full and complete authority to sign this Agreement and bind the City to its terms herein.

CITY

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
David R. Soloman
City Clerk

By: _____
Dean J. Trantalis
Mayor

_____ day of _____, 2026

By: _____
Rickelle Williams
City Manager

Approved as to form and correctness:
Shari L. McCartney, City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

MARLINS

WITNESSES:

MIAMI MARLINS FOUNDATION, INC., a Florida
Not For Profit Corporation.

[Signature]
Signature

Ryan Nichols
Print Name

[Signature]
Signature

Ben Lash
Print Name

By: [Signature]
FRED KOCZWARA
Vice President

[CORPORATE SEAL]

STATE OF FL :
COUNTY OF Miami Dade

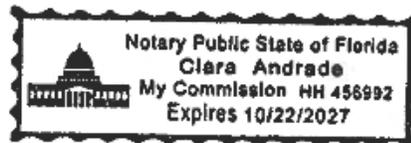
The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 03 day of March, 2026, by **FRED KOCZWARA**, as Vice President of **MIAMI
MARLINS FOUNDATIONS, INC.**, a Florida Not for Profit Corporation.

[Signature]

(Signature of Notary Public- State of Florida)

[NOTARY SEAL]

Clara Andrade
(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

NIKE JR. RBI MARKS





EXHIBIT B

USE OF NIKE JR. RBI MARKS

1. Third Party Rights. The City must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the Marlins including, but not limited to, any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League Program, including players, coaches, and managers; and (c) any copyright, trademark or other property or identifications other than the Nike Jr. RBI Marks. The City is solely responsible for determining which licenses, consents and releases must be obtained.

2. No Alteration of Nike Jr. RBI Marks. The City must not alter the Nike Jr. RBI Marks in any manner (including, without limitation, in connection with any composite mark) without the prior written approval of the Marlins. The City may not use the words “Reviving Baseball in Inner Cities” or “Nike Jr. RBI” except in the form contained in Exhibit A attached hereto or otherwise approved in writing by the Marlins. The City acknowledges that it cannot associate the name of a sponsor or any other third-party with the Nike Jr. RBI Marks without the prior written approval of the Marlins.

3. Approval Rights. Prior to any publication, distribution, or display by the City of the Nike Jr. RBI Marks, the City, at its own expense, shall furnish the Marlins for its prior written approval one (1) copy of the Nike Jr. RBI Marks as the City proposes to use them and all associated packaging, advertising, and promotional materials utilizing the Nike Jr. RBI Marks. The City shall not publish, distribute, or display the Nike Jr. RBI Marks without first receiving the written approval of the Marlins. Following receipt of the Marlins’ approval, the City shall not alter the Nike Jr. RBI Marks as approved. The City shall seek the prior written approval from the Marlins in the event it desires to use the Nike Jr. RBI Marks other than as provided herein.

4. Prohibited Uses. The City must not use the Nike Jr. RBI Marks in any way that:
 - (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief, product or service by the Marlins and/or Marlins Teamco LLC;
 - (b) advertises, promotes, expresses or implies endorsement or sponsorship of the City by any third party, product or service without the prior written approval of the Marlins; or
 - (c) reflects adversely on the reputation of the Marlins and/or Marlins Teamco LLC.

In addition, the City shall not, without the prior written approval of the Marlins, use the Nike Jr. RBI Marks in connection with any event or in any manner other than in connection with the League Program.

5. Social Media. With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively, “Content”) posted on social media outlets including, but not limited to, Facebook, Instagram, X (formerly known as Twitter), blogs, podcasts, message boards and websites (collectively, “Social Media”), the City:
 - (a) shall get prior written approval from the Marlins before using the Nike Jr. RBI Marks on any Social Media outlet or linking to the website of the Marlins on any Social Media outlet;
 - (b) shall refrain from displaying Content via Social Media that could be reasonably construed as an official Marlins and/or Marlins Youth Academy Nike Jr. RBI communication;

- (c) shall refrain from posting any false or misleading Content on any Social Media outlet relating to the Marlins and/or Marlins Youth Academy Nike Jr. RBI; and
 - (d) shall (i) accept any Facebook “Favorite Pages” requests from the Marlins Youth Academy Nike Jr. RBI, Marlins Youth, and Marlins Impact Facebook pages ; (ii) “Like” the Marlins Youth Academy Nike Jr. RBI, Marlins Youth, and Marlins Impact Facebook pages on Facebook; (iii) accept any Marlins Youth Academy Nike Jr. RBI, Marlins Youth, or Marlins Impact request to follow the City’s X (formerly known as Twitter) account; and (iv) accept any request from Marlins Youth Academy Nike Jr. RBI, Marlins Youth, or Marlins Impact social media accounts to connect to any other Social Media that represents the City.
6. Acknowledgment of Rights. The City hereby acknowledges the proprietary nature of the Nike Jr. RBI Marks and any other trademarks, service marks and copyright rights provided to the City by the Marlins in connection with the Marlins (collectively, “Marlins Rights”). The City represents that it has not made and will not make any unauthorized use of the Marlins Rights and agrees that during or after the Term, it shall make no use of any such Marlins Rights, other than as provided in this Agreement, without the prior written approval of the Marlins. Any use the City has made or will make of such Marlins Rights has not conferred or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the Marlins. The City further acknowledges that for purposes of this Paragraph, use shall include, but not be limited to, trademark, fair, incidental, descriptive, or functional uses.
7. Reservation of Rights; No Contest; Cooperation. The Marlins reserve all rights in the Marlins Rights, including the Nike Jr. RBI Marks, not expressly granted to the City. The Marlins retain all right, title and interest, including any rights under United States and foreign copyright laws, in the Marlins Rights, including the Nike Jr. RBI Marks. The City shall neither contest the validity or scope of the Marlins’ rights in the Marlins Rights, including rights in the Nike Jr. RBI Marks, nor commit or permit any act or omission by it or any third party that may impair the Marlins’ Rights. The City shall use its best efforts to prevent any third party from infringing or violating the Marlins’ Rights and the Nike Jr. RBI Marks, and shall immediately notify the Marlins of any infringement or other act in violation of them. The City shall use its best efforts to cooperate with the Marlins in the prosecution of any such violations.
8. No Assignment. The City shall not sell, assign, transfer, or sublicense any rights granted or delegate any duties under this Agreement.

EXHIBIT C

ADDITIONAL PROVISIONS

1. Books and Records. The City shall keep, maintain, and preserve in its principal place of business for at least four (4) years complete and accurate records and accounts covering the League Program operations, including, without limitation, invoices, correspondence, tax returns, financial statements, list of local sponsors and fees paid by each, the City's organization chart, list of the City Commission members, banking, financial, and other records in the City's possession or under the City's control. To the extent permitted by law and subject to the limitations set forth in Chapter 119, Florida Statutes (2025), such records and accounts shall be available for inspection and audit (and copying at the Marlins' expense) at any time or times during or after the term during reasonable business hours and upon reasonable notice by the Marlins or its representatives.
2. Conduct of the City. To the extent permitted by law, the City represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, and orders of the United States, and states, cities, or other political subdivisions thereof having jurisdiction, including, without limitation, the United States Foreign Corrupt Practices Act and any applicable anti-bribery legislation, and fully comply with the standards and guidelines set forth in this Agreement and as required by the Marlins.
3. Safety and Security of Participants. To the extent required by law and subject to funding allocations, the City represents and warrants that it shall take all precautions to protect the safety of all participants in the League Program, including, without limitation, with regards to COVID-19, screening all Adults who will interact with child participants in the League Program, and policing security at all areas where the League Program games are played.
4. Termination Right. If either party breaches any provision of this Agreement, the other party may terminate this Agreement upon ten (10) days written notice to the alleged breaching party, without prejudice and in addition to any other legal or equitable remedies it may have.
5. Indemnity. Subject to the limitations of Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the MLB Entities (as defined herein), the Marlins, Marlins Teamco LLC, Marlins Funding LLC, Marlins Holdings LLC, Marlins Stadium Operator, LLC, Marlins Stadium Developer, LLC, Nike USA, Inc., and each of their respective past, present and future general and limited partners, members, shareholders, directors, officers, employees, agents, licensees, sponsors, volunteers, and representatives (collectively, the "Marlins Entities") from all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising out of or related to the City's: (a) conduct of business; (b) breach of this Agreement; (c) use of the Nike Jr. RBI Marks, Marlins Rights, and associated packaging, advertising, or promotional materials, except as authorized in this Agreement; and/or (d) acts or omissions. With respect to any claim that might give rise to liability of the City as an indemnitor, the indemnitees must: (x) have the right to fully participate in the litigation of such claim with counsel of their own selection at the City's own expense; and (y) not be obligated, without their consent, to participate in any settlement of such claim which they believe would have an adverse effect on their businesses. The City shall not settle any such claim without the prior written approval from the Marlins. "MLB Entities" means the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated, and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees, and agents of the foregoing entities.

Except as set forth in Section B(2) and Section B(3) of this Agreement, the City shall be responsible for all operational and administrative decisions with respect to the League Program.

6. Limitation on Liability. Except for either party's gross negligence, willful misconduct, or in connection with the indemnification obligations set forth herein, neither party shall be liable for any lost profits or for consequential, exemplary, or incidental damages, interruption of business, or loss of business or business opportunities of the other party.
7. Power and Authority. The parties represent and warrant that they have the full power and authority to enter into and perform under this Agreement.
8. Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any controversy, dispute, or claim of whatever nature arising out of or in any way related to this Agreement shall be decided in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The prevailing party in any action, including, but not limited to, any collection proceedings, shall be entitled to recover its reasonable attorneys' fees and costs, and pre- and post-judgment interest.
9. Force Majeure. Neither party shall be liable for failure to perform any of its obligations hereunder when such failure is caused by or results from a force majeure event. For purposes of this Agreement, a "force majeure event" includes, without limitation, fires, floods, hurricanes, earthquakes, governmental restrictions or prohibitions, labor disputes (including strikes, sympathy strikes, and lockouts), riots, civil commotion, acts or threats of war, terrorist acts (or threats thereof), acts of God, declared states of emergency, epidemics, pandemics, and/or any other significant events the occurrence of which is beyond the reasonable control of either party. Should any obligation of any party hereunder be suspended or delayed due to a force majeure event, such suspension or delay shall not be a breach by that party and that party's time for performance shall be extended by the period of the suspension or delay, but in no event beyond a period of sixty (60) days, after which time either party may terminate this Agreement upon written notice.
10. No Partnership. Nothing in this Agreement may be deemed or construed to create a partnership between the parties, and neither party may do or permit any act to be done whereby it may be represented as agent or partner of the other.
11. Severability; Integration; Amendments; Waiver. Each provision of this Agreement must be considered separate, and if any provision is held invalid or unenforceable, the remaining provisions will be binding and enforceable. This Agreement, when fully executed, shall represent the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior written or oral agreement or understanding between the parties relating to the subject matter hereof. No amendment or waiver of provisions will be binding unless set forth in writing and signed by the parties. This Agreement is personal to the City; the City shall not sublicense or franchise any of the rights granted hereunder. Neither this Agreement nor any of the rights of the City hereunder shall be sold, transferred, or assigned by the City without the prior written approval from the Marlins. This Agreement does not constitute and may not be construed as constituting any agency, partnership, or joint venture relationship between the Marlins and the City, or any other Marlins Entity and the City.
12. Public Records. This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2025), and as may be amended

or revised, or as otherwise provided by law. IF THE MARLINS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO MARLINS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

13. Anti-Human Trafficking. As a condition precedent to the effectiveness of this Agreement, the Marlins shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Marlins under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.
14. Nondiscrimination. Neither party shall discriminate on any prohibited basis including race, color, gender, age, religion, physical disabilities or national origin, against any employee, member of the public or other persons providing services for the purposes of fulfilling its obligations under this Agreement or otherwise participate in the League Program as described herein.