

Exhibit A

Moore Park Deal Points

The deal points are modeled on existing shared facility agreements the Park and Recreation Department has with DISD including Reverchon Park/North Dallas HS, Willis Winters Park/Woodrow Wilson HS and Fair Oaks Park/Conrad High School. The deal points for the use, construction and operation and maintenance include the following:

- The term of the agreement is for 30 years upon approval by the Dallas Park and Recreation Board.
- Park & Recreation Department Reservation Office shall administer all reservations and scheduling.
- DISD shall have priority scheduling rights for baseball activities.
- DISD to provide needed dates for games and practices for the upcoming semester by August 15 and November 1.
- There will be no priority scheduling rights after arranged and approved dates have been submitted.
- Park Department recreational leagues, amateur leagues, and other users (including DISD, if needed) can make reservations on a first come first serve basis on other available dates.
- Neither party shall intentionally over-reserve the field.
- DISD is solely responsible for the control and supervision of its students, faculty, employees and guests whenever DISD is using the field.
- DISD police shall have authority to enforce all applicable statutes, ordinances and policies within the facility.
- DISD will contribute a cash sum of not to exceed \$700,000.00 towards the design and construction/improvement of the facilities.
- City shall own all improvements.
- DISD shall not make any improvements without City's written consent.
- City to provide general maintenance of the field and facilities.
- DISD and City will develop maintenance plan that is satisfactory by both parties.
- For seasonal/major maintenance City and DISD propose to cost share (50/50) in order to maintain a high-quality playing surface.
- DISD shall have right to store personal equipment at the field in a secure storage facility.
- City and DISD will assess capital improvement needs at the facility every four years.
- City shall control and must approve all signage, advertising and naming involving the field including school logos.
- City retains exclusive authority to generate revenues from the sale of naming rights and advertising provided that naming rights be submitted to DISD for comment and review, which shall not be unreasonably withheld.

- City shall have exclusive authority to provide concessions and products in the park and retain all generated revenues (if future concession stand is constructed).
- DISD and its affiliated groups may provide refreshments and products only with written consent of City (as approved by Director of the Park & Recreation Department) and retain those revenues during District reservations.
- PTAs/booster clubs/parent's groups may sell school spirit and booster type novelties as fund raisers within the field when being used by DISD
- DISD can charge admission fees and retain those revenues for any DISD game at the facility.
- If facility is damaged, City shall promptly repair damaged and destroyed areas.
- City and DISD shall share (50/50) in the cost to repair the damaged areas.
- Each party must carry insurance or self-insurance.
- Each party shall be responsible for its own acts of negligence.