

22/06/2022

Matthew Chun
General Manager Property Development
Australian Football League
AFL House
Melbourne, Victoria

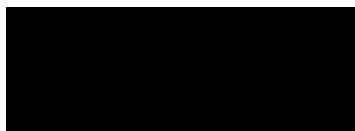
Dear Matthew,

Subject: Hobart Stadium Demand and Optimisation Analysis

MI Global Partners (MI) would like to thank you for the opportunity to meet with you recently and submit this proposal to assist the AFL and Tasmanian Government with data and insight to confirm the optimal seating capacity for the potential Hobart Stadium.

Please find below confirmation of the scope of work, the approach and timings, as well as our commercial proposal, payment schedule and standard terms and conditions.

Yours sincerely,



Ryan Matzelle
Associate Principal
MI Global Partners

A Level 10, 99 Mount Street, North Sydney, NSW 2060

T 

M 

E 

W www.mi.com.au

Scope of Work

It is our understanding that the AFL and Tasmanian Government require further data and analysis to assist with understanding what the appropriate capacity should be for the potential Hobart Stadium. The approach and format of the recommendations is to be the same as the recently completed demand and optimisation analysis for the UTAS Stadium redevelopment.

A demand and optimisation analysis assesses the benefits generated by content hosted by the stadium against the costs of the stadium development. In theory, the venue capacity is “optimised” when demand and yield for the event content is maximised and outweighs the cost of the stadium development. The analysis will test the proposed capacities between 20,000 and 30,000.

It is envisaged the stadium will host the new proposed AFL franchise (i.e. 6 home matches, marquee matches and finals), cricket, soccer, rugby, other major event / world cup content and concerts.

Approach and Timings

In compiling the UTAS Stadium report, MI undertook research into historical venue content and attendances, population and sport engagement trends, market and competitor analysis as well as stakeholder engagement with Events Tasmania, Infrastructure Tasmania, City of Launceston, current tenants such as Cricket Tasmania and Northern Bombers Football Club, as well as the Australian Football League (AFL), AFL Tasmania and AFL Taskforce.

Although MI will be able to leverage a lot of this information, there needs to be further conversations with other key stakeholders to ensure it takes into the context of a new stadium with a potential roof.

We understand the timings for the project are tight, with expectations of delivery of a report within two weeks by the 8th July. We therefore suggest the following targeted stakeholder interviews take place week commencing 27th June:

- Events Tasmania (Outside of AFL content, what is the greater plan for major event acquisition / stadium utilisation?)
- AFL (Confirming likely distribution of AFL content between the new stadium and UTAS Stadium. Confirm whether there will be a minimum seating capacity or other stadium requirements?)
- Event promoter such as TEG CEO Geoff Jones (Understand the likelihood of music content, potential attendances and whether this will drive visitation through first/exclusive concerts)

- Cricket Tasmania (What cricket content and likely attendances will the new stadium deliver in comparison to Blundstone Arena?)
- Rugby Australia (Likelihood of Rugby internationals / Wallabies test matches and minimum requirements? Likelihood of additional Super Rugby content)
- Football Australia or Football Tasmania (Likelihood of Football Internationals / Socceroos / Matildas and additional A-League content).
- Other Tasmanian Government agencies such as Infrastructure Tasmania or Stadiums Tasmania if it is agreed this to be useful.

Further analysis is also required on likely attendances for all content, noting this will be a new (potentially roofed) stadium delivering superior event experiences for attendees and driving additional visitation in comparison to UTAS Stadium. The cost per seat benchmark will also need revisiting based on the additional costs required when considering the impact of including a roof to the stadium.

As discussed in our meeting on the 15th June, MI will support the above by providing a summary of the stadium seating requirements for the different World Cups / major events that have been hosted in Australia or may be hosted in the future. This will include the men's and Women's Rugby World Cup, FIFA Women's World Cup, and all forms of the men's and women's ICC Cricket World Cups and AFC Asian Cup.

Commercial Proposal

MI has assessed the effort associated with the provision of these services to assist with compiling a Demand and Optimisation Report for Hobart Stadium and propose a lump sum fee of **Seventeen Thousand Five Hundred dollars (\$17,500)** exclusive of GST.

The commercial proposal includes fees associated with the delivery of the services and reasonable expenses, as applicable, incurred in the provision of services such as local ground transportation.

Should there be a requirement to present or engage with key stakeholders in Tasmania, all travel expenses including flights, accommodation and ground travel will be charged at cost.

Payment Schedule

Given the short turnaround timeframe for the work, MI would propose to invoice the full amount on submission of the report in July 2022.

Authorised Client Representative Approval to Proceed:

If this proposal is acceptable to you including the standard terms and conditions, please indicate your approval by signing in the space below, and emailing a signed copy to ryan_matzelle@mi.com.au

Name

Title

Signature

Date

Standard Terms and Conditions

The proposal (Proposal) and these standard terms of engagement (including any incorporated terms) form a legally binding contract (Agreement) between the entity named in the Proposal (you) and MI Associates Pty Ltd trading as MI Global Partners (ACN 095 800 427) or any MIGP employee, contractor or related body corporate (MIGP). Terms used but not defined have the meaning given to them in the Proposal.

1. MIGP will undertake the Services in accordance with industry standards and this Agreement. MIGP is not engaged to provide finance, tax, accounting, investment, legal, quantity surveying, valuation, insurance or town planning advice and does not purport to do so. Any comment made in these areas is general comment for discussion purposes only and is not advice upon which you should rely. In respect of these matters, MIGP recommends you seek professional advice from a third-party expert.
2. You must pay the Fees required to carry out the Services. The Fees quoted are exclusive of taxes (including GST) and are based on salary rates existing at the date of the Proposal. Fees are subject to review in accordance with wage rate increases or a similar escalation index to be agreed. Fees are invoiced as specified in the Proposal and payable within 14 days of date of invoice. Invoices remaining unpaid after that time may attract interest at standard bank overdraft rates.
3. Any expenses incurred in undertaking the Services, including drafting, printing, publication of reports, computer processing or travel and accommodation, will be charged at cost plus a servicing charge of 5%. MIGP will obtain your consent before incurring any major expenses not already identified in the Proposal.

4. All surveys, forecast, modelling and recommendations in reports prepared by MIGP are made on the basis of the information available at that time. The results achieved will depend among other things on the cooperation and performance of you and your personnel. You must instruct MIGP fully, in a timely fashion, and provide MIGP with:
 - a. accurate information. MIGP will rely on the accuracy of that information without independently verifying it irrespective of whether the information is provided by you, your representatives or your advisers; and
 - b. access to files, records and information technology systems, to premises and to people with relevant skills and experiences.
5. MIGP will use all reasonable commercial efforts to complete the Services within any specified Timelines. MIGP will not be liable for any failure or delay in completing the Services that arises from anything beyond its control, including force majeure and the untimely performance by you of your obligations. If there is delay, MIGP may review the Services or Fees or, if the delay is substantial, terminate this Agreement with immediate effect.
6. MIGP limits its liability under and in relation to this Agreement, whether in contract or tort (including negligence), to the total amount of Fees received by MIGP. Except for liability that by law cannot be excluded, MIGP excludes all liability to you in tort (including negligence), contract or bailment for acts or omissions of MIGP arising out of or in relation to the excluded advice specified in clause 1 or the subject matter of clause 4.
7. You indemnify MIGP against all losses, damages, costs and expenses sustained or incurred by MIGP in respect of any claim by a third party which is related to, arises out of, or is in any way associated with the Services or this Agreement, including any breach of this Agreement by, or any negligence of you. This indemnity is reduced to the extent MIGP has caused or contributed to any such losses.
8. Each party excludes all liability to the other party arising out of or in any way related to this Agreement for consequential or indirect losses and damages even if the first party knew they were possible or they were otherwise foreseeable, including lost profits and loss of revenue, income or production.
9. Either party may terminate this Agreement for material breach which cannot be rectified after 30 days from notification. Provisions of this Agreement that are capable of having effect will survive its termination, including clauses 6, 7, 8 and 10.
10. MIGP will respect your confidential information. MIGP staff are under contract which protects clients against the divulging of confidential information and prohibits staff from seeking or accepting employment with clients. You agree that for a period of 12 months after the completion of the Services, you will not hire any MIGP employees or subcontractors or attempt to solicit or entice employees or subcontractors to terminate their employment or engagement with MIGP.
11. MIGP will not acquire any ownership rights over any information provided to it by you. You consent to MIGP using your logos and other intellectual property on MIGP deliverables. When Fees have been paid in full, MIGP assigns you all copyright (and other intellectual property rights) in all reports, written advice and other deliverables (except software) MIGP has provided. However, you grant to MIGP a non-exclusive, irrevocable, royalty free licence to use, reproduce, modify and exploit those deliverables provided it does not disclose any of your confidential information. This includes the generation of Case Studies for use on our website and in any future marketing collateral. MIGP retains:
 - a. as confidential information the processes, ideas, concepts and techniques developed in the course of completing the Services; and
 - b. all copyright and other intellectual property rights in:

- i. data, designs, models, methodologies, analysis frameworks, leading practices, specifications and other elements of the deliverables which were owned or developed by or on behalf of MIGP before, or independently from, the Services; and
 - ii. all tools (and any enhancement, improvement or other derivative of those tools) including software and working papers (whether or not these are supplied to you) used by MIGP in performing the Services.
12. Neither party may start arbitration or court proceedings in respect of a dispute relating to the Services or this Agreement, unless it has first used best endeavors to settle the dispute with the other party. If the dispute is not resolved within 30 days, the parties must elevate the dispute to their respective Managing Directors.
13. If there is any inconsistency between a term of the Proposal and a term of these standard terms, the Proposal governs to the extent of the inconsistency.
14. This Agreement:
 - a. or any right under this Agreement, may not be assigned without the other party's prior written consent;
 - b. may be varied only by a document signed by both parties;
 - c. is the entire agreement between the parties with respect to the subject matter of the Proposal and supersedes any prior agreements, proposals, oral and written representations and negotiations;
 - d. does not create a relationship of employer and employee, principal and agent, or partnership between you and MIGP. No party has the right, power or authority to oblige or bind the other in any manner; and
 - e. is governed by the law applicable in New South Wales, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State.