Alternative Dispute Resolution in Sports Facility Leases

Martin J. Greenberg
ALTERNATIVE DISPUTE RESOLUTION IN SPORTS FACILITY LEASES

MARTIN J. GREENBERG*

I. INTRODUCTION

Most professional sports facility leases contain detailed and highly specialized "forms of dispute resolution to resolve leasehold [or operational] conflicts"1 because of the time, money, and effort that would otherwise be expended to resolve the conflicts through litigation.2

In a traditional contract setting, a question often arises as to how a party can secure enforcement of rights obtained through the legal formation of the contract. Enforcement of contractual rights has been historically obtained through the judicial process. In other words, a party who believed that it was the victim of a contract breach would simply file a formal lawsuit for either legal or equitable redress. In the last fifteen years, however, there has been a burgeoning use of [alternative] dispute resolution [(ADR)] techniques, which have lead to the avoidance of the traditional court process.3

"No matter how thorough the agreement appears, it can never account for every future action or controversy. Provisions for alternative dispute resolution, namely arbitration, help to fill gaps in the agreement’s language."4 Arbitration "solv[es] the unforeseeable by [adding] a system of private law for all the problems that may arise. [It] also provide[s] solutions in a way that generally

---
* Managing member of Greenberg & Hoeschen, LLC; managing member of the ScheerGame Sports Development, LLC; Chairman of the Wisconsin State Fair Park Board; Adjunct Professor of Law at the Marquette University Law School. This article would not have been possible without the research that was undertaken by Michael Redding, a third-year law student at Marquette University Law School and future employee of Reinhart Boerner Van Duren, and Brent Showalter, a second-year law student who assisted not only in the research but also in the drafting of this article.

2. Id.
3. Id.
accords with the variant needs and desires of the parties." 5 "The arbitrator's role is to 'fill in the narrow cracks left open in the contract language,' guided by the parties' intent. In discharging their duties, arbitrators informally follow a set of rules to assist them in interpreting the agreement's language." 6

"Professional sports have not been immune to the recent proliferation of alternative dispute resolution methods. In fact, the use of alternative dispute resolution processes has become the norm within the professional sporting arena." 7 Arbitration, in particular, has become the most used method of resolving disputes. For instance,

The AAA [(American Arbitration Association)] is named in the USOC [(United States Olympic Committee)] Constitution and Bylaws to administer several types of amateur sports disputes. There are three major classes of disputes involving the Olympics that are resolved through arbitration:[(1) eligibility of an athlete to compete in the Olympics or the Pan-American Games, (2) determination of the appropriate National Governing Body (NGB) for a particular amateur sport, and (3) positive findings of drug use during out-of-competition testing. 8

"In professional sports, an arbitration clause is often found in a collective-bargaining agreement between a players' association and an owners' group. The usual issues involved are injury grievances, non-injury grievances, and salary arbitration." 9 In addition, arbitration is also used to administer "franchise, joint-venture, and partnership disputes . . . such as disputes over partnership proceeds, termination of sports executives, the sale of a franchise, and payments under executive or partnership agreements." 10 It is no wonder, then, that ADR has found itself in the world of sports facility leases.

"What advantages does arbitration, as an exclusive remedy, hold over the traditional forms of judicial relief? The reasons contracting parties normally prefer arbitration to judicial adjudication are [five]-fold: 1)
speed, 2) informality, . . . 3) privacy[,]"\textsuperscript{11} 4) finality, and 5) cost effectiveness.\textsuperscript{12}

The litigation process is time consuming when, in a sports environment, the resolution of a dispute is often immediate and time sensitive.

Delay and motion maneuvering play a major role in the inner workings of traditional litigation, and arbitration removes the temptation of using those typical delay tactics as a settlement tool. Traditionally, after a dispute occurs it can take months to obtain a court date or jury trial [sic] which is given at the discretion of the judge. Settlement usually occurs during these delay periods simply because the parties are tired of waiting to air their grievances, or the parties fear the exhaustion of their financial resources. In contrast, the arbitration system has strict filing deadlines which must be met in order to prevent the case’s dismissal on procedural error. As a result, "a resolution secured through arbitration is usually less costly than that available from the courts."

The informality of the arbitration system can [best] be described as follows: "There is usually less energy devoted to procedural niceties, and typically fewer people are involved." If courts can be intimidating to the best of litigators, imagine what athletes or clubs might think about bringing disputes into the court. The arbitration alternative is much less daunting. The player and the team gather in a room with an arbitrator to discuss the disputes. Exhibits are presented the same as in courts but the atmosphere is far more relaxed.

Another informal characteristic of arbitration which parties find appealing is the liberty to participate in the selection of the person who will [ultimately] hear the case. In arbitration, “the parties theoretically, can contract with respect to the arbitrator’s qualifications and the manner of his selection.” The process of selecting an arbitrator is advantageous to both sides. It assures that a party will be treated fairly by someone who is savvy in the ways of professional sports. There is, however, no requirement that arbitrators be legally trained or that they otherwise resemble judges.

Because of the private nature of arbitration, very little information

\textsuperscript{11} GREENBERG, supra note 1, at 532.

\textsuperscript{12} See id. at 532-33.
disseminates into the public [domain]. "This is particularly valuable to an industry which on the one hand, is very conscious of its public image and, on the other hand, is subjected to the constant probing of the news media."13

The award of the arbitrator or arbitration panel is generally final and binding. It is very difficult to overturn such an award. Generally, statutory schemes permit the vacation of an award, (1) "[w]here the award was procured by corruption, fraud, or undue means;"14 (2) "[w]here there was evident partiality or corruption on the part of the arbitrators . . . ;"15 (3) "[w]here the arbitrators were guilty of misconduct in refusing to postpone the hearing upon sufficient cause shown[;]"16 (4) "[w]here the arbitrators were guilty . . . in refusing to hear evidence pertinent and material to the controversy;"17 (5) "[w]here the arbitrators were guilty . . . of any other misbehavior by which the rights of any participant have been prejudiced;"18 or (6) "[w]here the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made."19

In a trio of cases, commonly referred to as the "Steelworkers Trilogy," the [United States] Supreme Court established the basic principles regarding judicial review of arbitration awards. The first general rule gleaned from these three cases is that "grievances are presumed to be arbitrable." The second general rule is that judicial review of an arbitrator's decision is extremely limited.20

In United Paper Workers International Union v. Misco, Inc.,21 "[t]he Court went further than it previously had in stating that as long as the arbitrator is arguably construing or applying the contract, and acting within the scope of his/her authority, a court cannot overturn that decision."22 "The majority of courts take a deferential view to arbitration awards holding that an award must

15. § 788.10(1)(b).
16. § 788.10(1)(c).
17. Id.
18. Id.
19. § 788.10(1)(d).
22. Lipinski, supra note 20, at 333.
be in 'manifest disregard of the law' in order for it to be vacated."^{23}

Because of the speed, informality, privacy, and finality of the arbitration process, it is often less costly than the process of litigation and the potential for appeals. Furthermore, in many arbitration provisions in leases, the prevailing party can be awarded attorneys' fees, which normally constitute a detriment to the process of litigation and make informal resolution with finality desirable. The net result is cost savings.

In order to better understand the process of ADR in sports facility leases, I have directed my attention to the following areas:

1. Mediate First
2. Arbitration Dispute
3. Expedited Arbitration
4. Notice of Arbitration
5. Selection Process
6. Conduct of Arbitration
7. Discovery
8. Fees and Costs
9. Final and Binding

The commentary that follows is directed to these areas, and I have reviewed recent sports facility leases to determine the prevailing trends in each of these areas.

II. TRENDS IN SPORTS FACILITY LEASES

1. Mediate First

While sports facility leases provide that certain disputes must be arbitrated, arbitrated expeditiously, or litigated, many leases require that the parties first negotiate in good faith to resolve the dispute. Some leases further mandate that the parties must first mediate the dispute before subjecting the controversy to arbitration.

Many leases require that parties attempt to resolve the dispute in good faith on their own accord. The Detroit Lions' lease requires, "[i]n the event of a Dispute, the Parties shall first negotiate in good faith to resolve the

---

23. Id. at 335 (quoting Kenneth R. Davis, When Ignorance of the Law is No Excuse: Judicial Review of Arbitration Awards, 45 BUFF. L. REV. 49, 88 (1997)).
Similarly, the Houston Astros' lease requires “the Parties [to] first attempt in good faith to settle and resolve [the] Dispute.” The Seattle Seahawks’ lease also provides for a good faith attempt to negotiate, including each party’s “agreeing to reasonable requests of the other [party] to hold a meeting to discuss such Dispute.” The Houston Texans’ lease also indicates that the “Parties [must] first attempt in good faith to settle and resolve [any] Dispute . . . by mutual agreement.” The complaining party must issue notice to the opposing party, and within fifteen days of delivery of the notice, the parties must “meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle [the] Dispute.”

Should a mutual resolution and settlement not be obtained at the meeting . . . or should no such meeting take place within [the] fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute . . . to arbitration . . . . Upon the receipt of notice of referral to arbitration . . . the receiving Party shall be compelled to arbitrate the Dispute . . .

The Miami Heat’s lease requires an attempt to negotiate, but if the parties have not negotiated a settlement within ten days, they must then take the dispute to mediation. However, either party can opt out of mediation and take the dispute “directly to court or other appropriate forum.”

The San Antonio Spurs’ lease requires the parties to “mediat[e] as a condition precedent to arbitration or the institution of legal or equitable proceedings.”

24. CONCESSION AND MANAGEMENT AGREEMENT BY AND BETWEEN CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY AND THE DETROIT LIONS, INC. AND AGREED TO AND APPROVED BY DETROIT/WAYNE COUNTY STADIUM AUTHORITY, n.d., art. 25(a) [hereinafter DETROIT LIONS].

25. STADIUM LEASE AGREEMENT BY AND BETWEEN HARRIS COUNTY-HOUSTON SPORTS AUTHORITY AND HOUSTON McLANE COMPANY, INC., June 17, 1998, art. 18.1 [hereinafter HOUSTON ASTROS].


28. Id.

29. Id.

30. ASSURANCE AGREEMENT AMONG METROPOLITAN DADE COUNTY, MIAMI HEAT LIMITED PARTNERSHIP, AND BASKETBALL PROPERTIES, LTD., Apr. 29, 1997, art. 20.1.1-.1.2 [hereinafter MIAMI HEAT].

31. Id. art. 20.1.2.

32. SPURS LICENSE AGREEMENT BY AND AMONG BEXAR COUNTY, TEXAS AND SAN ANTONIO SPURS, L.L.C. AND COMMUNITY ARENA MANAGEMENT, LTD., Aug. 22, 2000, art. 20.1.1 [hereinafter SAN ANTONIO SPURS].
The request for arbitration may be made concurrently with the request for mediation, but arbitration or legal proceedings must be stayed pending mediation for thirty days.\textsuperscript{33}

The Minnesota Wild’s lease also requires that mediation act as a condition precedent to further legal proceedings.\textsuperscript{34} It provides that “[a]ll claims, disputes, or other matters in question between the parties . . . arising out of or relating to th[e] Lease . . . [must] be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal actions.”\textsuperscript{35} The parties must “participate in up to four hours of mediation[,]” and each party must pay for its own expenses, including attorneys’ fees.\textsuperscript{36} While the mediation is in process, and for thirty days after, “[a]ll applicable statutes of limitations and all defenses based on the passage of time are tolled.”\textsuperscript{37}

The Carolina Hurricanes’ lease is similar to the leases of the San Antonio Spurs and Minnesota Wild in that it requires the parties to mediate before seeking alternative proceedings.\textsuperscript{38} The Hurricanes’ lease provides,

In the event of any . . . dispute between the parties in connection with [the] Lease . . . , the parties shall comply with the following procedures . . . . Within seven (7) Business Days after written request (the “Request”) by either party, the parties promptly shall hold an initial meeting to attempt in good faith to negotiate a settlement of the Dispute. No Request concerning a Dispute may be made at any time after two (2) years following the occurrence of the event, giving rise to the Dispute. If within ten (10) days after the Request, the parties have not negotiated a settlement of the Dispute, the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties (the “Neutral Party”). If the parties are unable to agree upon the appointment of the Neutral Party within 14 days after the Request, either party may request the American Arbitration Association or its successor (“AAA”) to serve alternative dispute resolution procedure such as mediation or facilitation (the “Mediation”) with the assistance of the Neutral Party. The Neutral Party shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven (7) Business Days after the

\textsuperscript{33} Id. art. 20.1.2.
\textsuperscript{34} GREENBERG, supra note 1, at 543.
\textsuperscript{35} Id.
\textsuperscript{36} Id.
\textsuperscript{37} Id.
\textsuperscript{38} See id.
appointment of the Neutral Party or 21 days after the Request.

The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement, which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the Dispute through the Mediation within 60 days after the Request, then at any time thereafter, and prior to resolution of the Dispute, by the Mediation, upon written demand by either party, the Mediation shall cease, and the Dispute shall be submitted to arbitration (the "Arbitration") for resolution by an arbitrator or a panel of arbitrators . . .

2. Arbitration Dispute

Parties to a lease are free to define which disputes, controversies or claims must be settled through arbitration. Some provisions require that all disputes arising under the lease must be settled by arbitration, but others require that only specific disputes be subject to arbitration. While these certain disputes are subject to arbitration, others are subject to mediation or court action.

Many lease agreements require that any dispute between parties to the agreement must be settled by arbitration. Generally, these provisions define any dispute very broadly to encompass most possible disputes with any connection to the agreement. The New Jersey Devils' lease specifies that "[a]ny dispute, controversy or claim . . . arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, shall be settled by arbitration, rather than litigation" and further states that arbitration is the exclusive remedy for a dispute.

The Houston Texans' agreement is very similar, defining a dispute subject to arbitration as "any dispute, controversy or claim between the Parties arising under . . . connected with or related in any way to the Stadium Lease or any right, duty or obligation arising [from the agreement] or the relationship of the Parties." The Detroit Lions' lease does not limit arbitration to contract disputes but specifies that disputes in tort or otherwise

39. Id.
40. AMENDED AND RESTATED AGREEMENT OF LICENSE BETWEEN NEW JERSEY SPORTS AND EXPOSITION AUTHORITY AND MEADOWLANDS BASKETBALL ASSOCIATES, Oct. 27, 1998, § 17.1(a) [hereinafter NEW JERSEY DEVILS].
41. Id.
42. HOUSTON TEXANS, supra note 27, § 19.1.
also must be arbitrated. It requires that disputes "arising under th[e] Agreement, or any related document or agreement, whether arising in contract, tort or otherwise" must be arbitrated. The Philadelphia Phillies' agreement also provides that any dispute between the parties "with respect to the terms of th[e] Agreement or the rights or obligations of the [parties]" is subject to arbitration.

Many stadium leases, such as the ones previously discussed, require that all disputes be arbitrated. However, other leases mandate that only certain disputes be subject to arbitration, while other disputes must be submitted to different resolution mechanisms. For example, the Buffalo Bills' agreement requires that "disputes arising under or related to the Franchise Maintenance Covenants be settled in a court of competent jurisdiction. All other disputes relating to the Stadium Agreements shall be settled by arbitration." The Phoenix Coyotes' lease also specifies that certain disputes, such as indemnification disputes and disputes contesting the accuracy of an audit, are not to be submitted to arbitration, while certain others are to be resolved through expedited arbitration. Otherwise, "any Event of Default or any other dispute between or among the parties" must be settled by arbitration.

In the Baltimore Orioles' lease, "[a]rbitratable proceedings are any and all disputes that do not encompass the definition of non-arbitrable disputes." The non-arbitrable disputes include specific defaults that must be litigated, such as a "default [where] the Orioles seek termination of the lease and a default arising out of either party's failure to comply with its respective obligations regarding the Orioles' trademarks." All other disputes are
subject to arbitration.\textsuperscript{54} The Pittsburgh Pirates’ and Seattle Mariners’ leases distinguish the required resolution procedure based on the relief sought.\textsuperscript{55} Defaults, by either party, that result in a claim exclusively for monetary relief under $500,000 are subject to arbitration.\textsuperscript{56} However, for defaults that result in a claim over $500,000, or are not limited to monetary relief, the non-defaulting party must try to settle the claim by mediation;\textsuperscript{57} if mediation is not successful, the non-defaulting party may bring an action in court.\textsuperscript{58}

3. Expedited Arbitration

Some sports facility leases provide expedited arbitration for disputes that must be resolved quickly. Expedited arbitration follows a different procedure than regular arbitration, a different method for selecting an arbitrator, and a faster timeline.

Sports facility leases often define leasehold disputes as either construction disputes or operating disputes. A construction dispute is one that occurs prior to substantial completion of the facility and relates to aspects of construction, such as approval of plans and specifications, scheduling for construction, or completion of construction.\textsuperscript{59} An operating dispute relates to the day-to-day operations of the facility, including the use of the facility and capital budget, improvements, repairs, and leasehold issues.\textsuperscript{60}

The Philadelphia Phillies’ lease requires that construction disputes be resolved through expedited arbitration because of their time-sensitive nature, while operating disputes must follow normal arbitration procedure.\textsuperscript{61} The Philadelphia Eagles’ lease also requires that construction disputes be submitted to expedited arbitration.\textsuperscript{62} The Chicago Bears’ lease similarly requires that certain disputes be submitted only to expedited arbitration.\textsuperscript{63} It

\textsuperscript{54} Id.

\textsuperscript{55} LEASE AGREEMENT BY AND BETWEEN SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY AND PITTSBURGH ASSOCIATES, n.d., art. 14.9.1 [hereinafter PITTSBURGH PIRATES]; GREENBERG, supra note 1, at 541.

\textsuperscript{56} PITTSBURGH PIRATES, supra note 55, art. 14.9.1; GREENBERG, supra note 1, at 541.

\textsuperscript{57} PITTSBURGH PIRATES, supra note 55, art. 14.9.2.

\textsuperscript{58} Id.

\textsuperscript{59} PHILADELPHIA PHILLIES, supra note 46, § 20.1.

\textsuperscript{60} Id.

\textsuperscript{61} Id.

\textsuperscript{62} SUBLEASE AND DEVELOPMENT AGREEMENT BY AND BETWEEN PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT AND PHILADELPHIA EAGLES LIMITED PARTNERSHIP, n.d., § 20.1 [hereinafter PHILADELPHIA EAGLES].

\textsuperscript{63} PERMIT AND OPERATING AGREEMENT BY AND AMONG THE CHICAGO PARK DISTRICT,
requires that disputes over routine maintenance, and repair, replacement, and maintenance of the field, must be submitted to expedited arbitration.

An additional form of expedited arbitration, as contained in the Baltimore Orioles' lease, is emergency arbitration. Emergency arbitration consists of "special requests of interim relief in order to preserve the status quo . . . or to prevent immediate injury while [the parties are] awaiting regular arbitration proceedings." This type of arbitration must be carried out expeditiously to ensure that the status quo is preserved or to prevent further injury.

After it is established that the dispute is one that must be resolved through expedited arbitration, notice must be given, the arbitrator must be selected, and finally, a decision will be made. While the normal arbitration process usually requires that a written notice of the dispute be delivered to the other party, expedited arbitration allows alternative methods to be used and often requires the notice to be more detailed. The Philadelphia Phillies' lease permits notice to be made "by facsimile, hand delivery, telephone or other means providing actual notice." The Chicago Bears' lease requires the notice to be written but states that it must "provide in detail the nature of the dispute, the basis of the dispute, and the proposed remedy of the dispute."

In expedited arbitration, the arbitrator is usually named in the lease to ensure fast arbitration of the dispute. However, this is not always the case, as the Chicago Bears' lease has the parties choosing the expeditious arbitrator after notice of the dispute. The parties to the dispute must choose one arbitrator "from a list of twenty (20) persons furnished by the Chicago Chapter of the [AAA]." The parties have five days to agree on an arbitrator, and if they cannot, the parties will take turns striking names from the list until one name remains. Within ten days of the selection of the arbitrator, the arbitration must be held, and the arbitrator has up to ten days to render a
The Phoenix Coyotes', Baltimore Orioles', Philadelphia Phillies', and Philadelphia Eagles' leases require a pre-selected arbitrator, named in the lease, to be used for expedited arbitration. The Phoenix Coyotes' lease sets forth that the parties "have mutually agreed that John Hilkene is qualified to resolve Expedited ADR Disputes, and is therefore designated as the Person . . . to whom Expedited ADR Disputes are to be submitted for resolution." The arbitration is to be held in Maricopa County, Arizona, at a time and location selected by the arbitrator, and the arbitrator is to give the parties "reasonable notice of the Expedited ADR, and shall make reasonable efforts to accommodate the schedules of the [parties]." Additionally, the parties must "cooperate in good faith to permit a conclusion of the Expedited ADR within seven (7) days following the submission of the Expedited ADR Dispute to the [arbitrator]."

The Baltimore Orioles' lease requires a panel of three arbitrators to hear emergency arbitration for interim relief and sets forth the specific three arbitrators, as selected by the parties, who must act as the panel. Similarly, the Philadelphia Phillies' and Philadelphia Eagles' leases specify that a primary arbitrator is to act as arbitrator for expedited arbitration. The primary arbitrator will serve as the arbitrator for expedited arbitration "until he resigns or is replaced by written agreement of the parties." However, "[i]f the Primary Arbitrator is unavailable or unable to serve with respect to any given Construction Dispute," then the lease specifies that a secondary arbitrator will serve as arbitrator; if the secondary arbitrator is unavailable, then a tertiary will serve as arbitrator. The parties and arbitrator must meet

75. Id. art. 32.3.
76. See PHOENIX COYOTES, supra note 49, art. 16; GREENBERG, supra note 1, at 534; PHILADELPHIA PHILLIES, supra note 46, § 20.2.2; PHILADELPHIA EAGLES, supra note 62, § 20.2.2.
77. PHOENIX COYOTES, supra note 49, EXHIBIT "J": SAFETY AND SECURITY AGREEMENT, art. 15.2.
78. Id.
79. Id.
80. GREENBERG, supra note 1, at 534.
81. PHILADELPHIA PHILLIES, supra note 46, § 20.2.2; PHILADELPHIA EAGLES, supra note 62, § 20.2.2.
82. PHILADELPHIA PHILLIES, supra note 46, § 20.2.3; PHILADELPHIA EAGLES, supra note 62, § 20.2.3.
83. PHILADELPHIA PHILLIES, supra note 46, § 20.2.3; PHILADELPHIA EAGLES, supra note 62, § 20.2.3.
84. PHILADELPHIA PHILLIES, supra note 46, § 20.2.3; PHILADELPHIA EAGLES, supra note 62, § 20.2.3.
85. PHILADELPHIA PHILLIES, supra note 46, § 20.2.3; PHILADELPHIA EAGLES, supra note 62, §
within forty-eight hours of the notice, and the arbitrator must render a decision within forty-eight hours of the meeting.\textsuperscript{86}

\textbf{4. Notice of Arbitration}

To begin an arbitration proceeding, the grieving party must notify the other party of the dispute. Notice must be written and often must be given within a certain amount of time from the original date of the dispute. The Detroit Lions' lease provides that notice may be given "at any time by any party . . . to the other Parties to such Dispute briefly describing the Dispute."\textsuperscript{87} The Buffalo Bills' lease requires similar notice, stating, "[a]rbitration will be commenced by a written demand made by any Party upon the other Parties."\textsuperscript{88} The Houston Texans' lease requires notice to be given to the other party, and upon notice, the receiving party is compelled to arbitrate the dispute.\textsuperscript{89}

The New Jersey Devils' and San Antonio Spurs' leases not only require a written notice but also require the notice to be given in a certain time frame from the date of the dispute.\textsuperscript{90} The New Jersey Devils' lease provides, "[a]rbitration may only be initiated by the delivery of a written notice of demand for arbitration[,]"\textsuperscript{91} and such notice must be given "within three (3) years after the Dispute has arisen."\textsuperscript{92} The date of the dispute is determined based on when "both parties [had] actual or constructive knowledge of the facts underlying the Dispute claimed."\textsuperscript{93} If notice is not given within three years, the dispute is considered waived and can no longer be pursued.\textsuperscript{94} Similarly, the notice, according to the San Antonio Spurs' lease, must "be made within a reasonable time after the . . . dispute . . . has arisen"\textsuperscript{95} and cannot be made after such a claim would have been barred by the statute of limitations in a legal proceeding.\textsuperscript{96}

\textsuperscript{20.2.3.}

\textsuperscript{86} PHILADELPHIA PHILLIES, supra note 46, § 20.2.2; PHILADELPHIA EAGLES, supra note 62, § 20.2.2.

\textsuperscript{87} DETROIT LIONS, supra note 24, art. 25(a).

\textsuperscript{88} BUFFALO BILLS, supra note 48, art. 23.1(a).

\textsuperscript{89} HOUSTON TEXANS, supra note 27, § 19.1.

\textsuperscript{90} NEW JERSEY DEVILS, supra note 40, § 17.1(b); SAN ANTONIO SPURS, supra note 32, art. 20.2.2-2.3.

\textsuperscript{91} NEW JERSEY DEVILS, supra note 40, § 17.1(b).

\textsuperscript{92} Id.

\textsuperscript{93} Id.

\textsuperscript{94} Id.

\textsuperscript{95} SAN ANTONIO SPURS, supra note 32, art. 20.2.3.

\textsuperscript{96} Id.
5. Selection Process

After notice is given, the parties to the dispute must then select the arbitrators. Facility lease agreements provide detailed processes for the selection of the arbitrator(s) to ensure that each party has an equal opportunity in the decision and that the arbitration is fair to both parties. The selection process consists of requirements for the arbitrator(s) and how the parties are to select the arbitrator(s).

Most leases require that an arbitrator cannot have performed any material work for either of the parties or be in any way affiliated with either party through past or future employment or interests.97 Some leases further specify that the arbitrator must have a certain minimum level of experience or reside in a particular state.98 The Philadelphia Phillies' lease provides that the arbitrator cannot be “a current or former (within the immediately preceding 5 years) employee, officer, director, trustee or affiliate . . . or person who at any time was directly involved with the operations of [the stadium].”99 Further, the arbitrator must have significant experience and qualifications in the area of the dispute.100

Other leases also require an arbitrator to have certain experience. The Seattle Seahawks' lease requires that an arbitrator be “an attorney with at least ten (10) years' substantial experience,”101 while the Miami Heat’s lease requires that an arbitrator be “experienced and knowledgeable in the management and operation of arenas.”102 Leases for the New Jersey Devils and San Jose Sharks require that an arbitrator be a former judge.103 The New Jersey Devils’ lease requires that each arbitrator be a “retired judge of a trial or appellate court . . . or a member of the National Academy of Arbitrators.”104 Similarly, the San Jose Sharks’ lease requires an arbitrator to be a “former

---

97. See MIAMI HEAT, supra note 30, art. 20.1.2; LAMBEAU FIELD LEASE AGREEMENT BY AND AMONG GREEN BAY-BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT, CITY OF GREEN BAY, WISCONSIN AND GREEN BAY PACKERS, INC., Jan. 1, 2001, § 29.15 [hereinafter GREEN BAY PACKERS].

98. See SEATTLE SEAHAWKS, supra note 26, § 24.2; NEW JERSEY DEVILS, supra note 40, § 17.1(e).

99. PHILADELPHIA PHILLIES, supra note 46, § 20.3.

100. Id.

101. SEATTLE SEAHAWKS, supra note 26, § 24.2.

102. MIAMI HEAT, supra note 30, art. 20.1.2.

103. See NEW JERSEY DEVILS, supra note 40, § 17.1(e); AMENDED AND RESTATED SAN JOSE ARENA MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND SAN JOSE ARENA MANAGEMENT, Dec. 19, 2000, § 30.13 [hereinafter SAN JOSE SHARKS].

104. NEW JERSEY DEVILS, supra note 40, § 17.1(e).
judge of The Superior Court of California."\textsuperscript{105}

Provisions that address location of residence require that the arbitrator be a resident of a state other than the one where the stadium is located.\textsuperscript{106} The New Jersey Devils' lease requires an arbitrator to be a "resident in a state other than New Jersey."\textsuperscript{107} The Buffalo Bills' lease further narrows the residency requirement by mandating that an arbitrator "reside in any of the states contiguous to New York"\textsuperscript{108} but allows for expansion if the parties are unable to agree on an arbitrator under this requirement.\textsuperscript{109} The Baltimore Orioles' lease is similar, requiring that no arbitrator can "have his or her principal residence or place of business in Maryland or in the Orioles' principal owners' primary residence or place of business."\textsuperscript{110}

The next step in the arbitration process is to choose arbitrators that fulfill the specified requirements. The Carolina Hurricanes' lease provides that the number and selection of arbitrators must be carried out "in accordance with the rules of the AAA."\textsuperscript{111} The most common method to select an arbitrator or panel of arbitrators is for the parties to mutually agree. This may not always be possible, so when parties cannot agree, arbitration provisions provide an alternative method. In the Minnesota Twins' lease, all disputes are to be heard "by a five-member committee consisting of the chairman and executive director of the Commission, the president and general manager of the Twins, and one other individual agreed upon by the four other members."\textsuperscript{112} If the four committee members cannot agree on the fifth member, "the Chief Judge of the District Court will select [the fifth person]."\textsuperscript{113}

While the Twins' lease allows for a five-member committee, partly comprised of members to the dispute,\textsuperscript{114} most arbitration provisions have more specific requirements for the selection of arbitrators. The Chicago Bears' lease requires the arbitration to consist of a panel "of three (3) persons selected by the parties from a list of twenty (20) persons furnished by the Chicago Chapter of the [AAA]."\textsuperscript{115} If the parties are unable to agree on the panel, then

\begin{flushright}
\textsuperscript{105} SAN JOSE SHARKS, supra note 103, § 30.13.
\textsuperscript{106} See NEW JERSEY DEVILS, supra note 40, § 17.1(e)
\textsuperscript{107} Id.
\textsuperscript{108} BUFFALO BILLS, supra note 48, art. 23.1(b).
\textsuperscript{109} Id.
\textsuperscript{110} GREENBERG, supra note 1, at 534.
\textsuperscript{111} Id. at 543.
\textsuperscript{112} Id. at 535.
\textsuperscript{113} Id.
\textsuperscript{114} Id.
\textsuperscript{115} CHICAGO BEARS, supra note 63, art. 33.2.
\end{flushright}
the parties must alternately strike names from the list until three arbitrators remain. The Pittsburgh Pirates’ lease also allows the parties to agree on the panel of arbitrators, but if they cannot agree, the lease provides for the striking of names “from a list of thirteen arbitrators designated by the [AAA]” until three remain.

In the Baltimore Orioles’ lease, the parties may agree on a panel of three arbitrators “from a list of twenty . . . candidates provided by the AAA.” Each party is sent the list and must eliminate objectionable candidates and rank the remaining candidates. “The AAA will then send the list of priority names to both parties [to agree upon]. If the parties still cannot agree on the three person panel, the AAA will select the panel from the list [of candidates].” For selection of the panel of arbitrators in the Buffalo Bills’ lease, the parties must choose three arbitrators from a list of “commercial arbitrators maintained by the [AAA] . . . who reside in any of the states contiguous to New York.” If the parties are unable to agree on a panel, additional arbitrators from other states will be added to the list. Instead of a panel of three arbitrators, the Seattle Seahawks’ lease allows the parties to agree upon a sole arbitrator. If they are unable to do so, each party must elect a representative, and the two representatives will then select an arbitrator.

While the above leases allow the parties to mutually agree on the arbitrators within a certain amount of time, some leases do not allow for agreement and, instead, set forth the process that must be followed. This process can be similar to the methods described above or may require the parties to choose arbitrators before any dispute has arisen. Leases for the Green Bay Packers, Phoenix Coyotes, San Jose Sharks, and Indiana Pacers all set forth a process that must be followed, although the processes vary greatly. The Indiana Pacers’ lease requires the parties to select a sole arbitrator from a

116. Id.
117. PITTSBURGH PIRATES, supra note 55, art. 14.9.1.
118. Id.
119. GREENBERG, supra note 1, at 534.
120. Id.
121. Id.
122. BUFFALO BILLS, supra note 48, art. 23.1(b).
123. Id.
124. SEATTLE SEAHAWKS, supra note 26, § 24.2.
125. Id.
126. See GREEN BAY PACKERS, supra note 97, § 29.15; PHOENIX COYOTES, supra note 49, art. 16; SAN JOSE SHARKS, supra note 103, § 30.13; GREENBERG, supra note 1, at 539.
list of at least seven provided by the AAA.127 "The party not seeking arbitration shall have the first opportunity to strike [a name from the list,] and the parties shall strike alternately until a single arbitrator remains."128 The Green Bay Packers' lease allows each party to select an arbitrator;129 the two arbitrators then jointly select the third arbitrator.130 The Phoenix Coyotes' lease requires the parties to keep a list of at least five persons qualified to resolve arbitration disputes.131 In the event of a dispute, the parties must select from the list, and if they cannot agree, an arbitrator will be chosen at random from the list.132 The San Jose Sharks' lease allows the electing party to choose ten persons qualified as arbitrators and give the names to the non-electing party who then selects one of the ten to serve as arbitrator.133

6. Conduct of Arbitration

Arbitration is to be conducted in accordance with the AAA's rules and usually occurs in the state where the facility is located. The Chicago White Sox's lease requires the arbitration to "be conducted in Chicago, Illinois in accordance with the rules of the [AAA],"134 and the Miami Heat's lease requires arbitration to be conducted in Miami according to the same rules.135 Leases for the Philadelphia Phillies, Detroit Lions, Seattle Seahawks, and others specify that the arbitration should be conducted according to the Commercial Arbitration Rules of the AAA.136 The Seattle Seahawks' lease requires arbitration to "be conducted in accordance with the Commercial Arbitration Rules and the Expedited Procedures of the [AAA]"137 for expedited arbitration.138 It also states that "[a]lthough the Commercial Arbitration Rules of the AAA shall be used to govern the conduct of the [arbitration], the arbitrator shall be chosen by the procedure described in [the

127. GREENBERG, supra note 1, at 539.
128. Id.
129. GREEN BAY PACKERS, supra note 97, § 29.15.
130. Id.
131. PHOENIX COYOTES, supra note 49, art. 15.1.
132. Id.
133. SAN JOSE SHARKS, supra note 103, § 30.13.
134. MANAGEMENT AGREEMENT BETWEEN ILLINOIS SPORTS FACILITIES AUTHORITY AND CHICAGO WHITE SOX, LTD., June 29, 1988, § 18.01 [hereinafter CHICAGO WHITE SOX].
135. MIAMI HEAT, supra note 30, art. 20.2.6.
136. See PHILADELPHIA PHILLIES, supra note 46, § 20.3; DETROIT LIONS, supra note 24, art. 25(d); SEATTLE SEAHAWKS, supra note 26, § 24.4.
137. SEATTLE SEAHAWKS, supra note 26, § 24.4.
138. Id.
agreement] and the [arbitration will] not be conducted through the AAA, unless the Parties otherwise agree.” 139 Under the Phoenix Coyotes’ lease, “the Arbitrator shall follow the commercial rules [and construction rules (as applicable)] of the AAA, but shall have discretion to vary from such rules.” 140 Additionally, the lease requires the arbitration to be conducted in accordance with the Arizona Arbitration Act. 141

7. Discovery

Generally, in stadium lease agreements, discovery is permitted, and the Federal Rules of Civil Procedure, the parties, or the panel of arbitrators governs the rules for discovery. However, certain leases require different procedures and allow for variances in those procedures.

The Phoenix Coyotes’ lease specifies that the parties are to agree on the discovery rules. 142 If the parties cannot agree, “all issues relating to such discovery shall be resolved by the Arbitrator in his/her sole discretion.” 143 Discovery rules are determined by the panel of arbitrators in the Chicago Bears’ and San Antonio Spurs’ lease agreements. 144 The San Antonio Spurs’ lease agreement further provides that “the arbitrator . . . shall establish reasonable procedures and requirements for the production of relevant documents and require the exchange of information concerning witnesses to be called.” 145 For claims in excess of $50,000, the parties may “discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration and . . . the parties may use all methods of discovery available under the Federal Rules of Civil Procedure.” 146 The arbitrator must also apply the Federal Rules of Evidence, but these rules will be “liberally construed to allow for the admission of evidence that is helpful in resolving the controversy.” 147

If the arbitrator . . . finds . . . that a party has abused the discovery process or has failed to act in good faith with regard to discovery or these arbitration rules, the arbitrator . . . [has], in addition to any other

139. Id.
140. PHOENIX COYOTES, supra note 49, art. 16.
141. Id.
142. Id.
143. Id.
144. CHICAGO BEARS, supra note 63, art. 33.4; SAN ANTONIO SPURS, supra note 32, art. 20.2.6.
145. SAN ANTONIO SPURS, supra note 32, art. 20.2.6.
146. Id.
147. Id. art. 20.2.9.
powers conferred by law or the Commercial Arbitration Rules, those powers conferred upon trial courts by the Federal Rules of Civil Procedure . . . .\textsuperscript{148}

Rulings on the admission of evidence or on disputes arising from discovery are made by the arbitrator and are “final and not subject to any appeal.”\textsuperscript{149}

Similarly, the Pittsburgh Pirates’ agreement allows “the parties . . . to conduct discovery in accordance with . . . the Federal Rules of Civil Procedure, with such modifications thereto as may be mutually agreeable to the parties”\textsuperscript{150} but permits the arbitrators to limit such discovery. Instead of conducting arbitration according to the Federal Rules, the San Jose Sharks lease provides that the arbitration must be administered in accordance with the “California Code of Civil Procedure, or such other procedures agreeable to both parties; except that provisions of the California Code of Civil Procedure pertaining to discovery . . . and the provisions of the California Evidence Code shall be applicable to such proceeding.”\textsuperscript{151}

The Detroit Lions’ agreement not only permits discovery in arbitration proceedings but also requires that each party provide a list of all witnesses and copies of all documents “intended to be produced at the arbitration”\textsuperscript{152} to the other party at least ten days before the arbitration.\textsuperscript{153}

The San Antonio Spurs’ lease also requires that the parties adhere to certain discovery guidelines.\textsuperscript{154} Prior to arbitration, the parties must meet, and each party must “present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. The memorandum shall also disclose the names of any expert a party shall present as a witness during the proceedings.”\textsuperscript{155} Additionally, if a party wishes to depose any expert witness, “the party proposing to call such a witness shall provide a full and complete report by the expert, together with the expert’s calculations and other data by which the expert reached any opinions concerning the subject matter of the arbitration. The report shall be provided no less than ten (10) days prior to the date set for the expert witness’s deposition.”\textsuperscript{156}

\begin{itemize}
\item \textsuperscript{148} Id. art. 20.2.8.
\item \textsuperscript{149} Id. arts. 20.2.6, 20.2.9.
\item \textsuperscript{150} PITTSBURGH PIRATES, supra note 55, art. 14.9.1.
\item \textsuperscript{151} Id.
\item \textsuperscript{152} SAN JOSE SHARKS, supra note 103, § 30.13.
\item \textsuperscript{153} DETROIT LIONS, supra note 24, art. 25(f).
\item \textsuperscript{154} Id.
\item \textsuperscript{155} SAN ANTONIO SPURS, supra note 32, art. 20.2.6-.2.7.
\item \textsuperscript{156} Id. art. 20.2.7.
\item \textsuperscript{157} Id. art. 20.2.6.
\end{itemize}
8. Fees and Costs

Provisions defining each party’s obligation to pay the fees and costs of arbitration consist of either the non-prevailing party being obligated to pay all costs and fees associated with the arbitration or both parties equally sharing the costs and fees. Leases that mandate the non-prevailing party to pay all costs and fees require that this party pay if it brings a claim in bad faith or pay regardless of the merits of the claim. When the non-prevailing party must pay all costs and fees, the expenses usually include “the other party’s attorneys’ fees and costs relating to the arbitration, including the costs and fees of the Panel, fees to the [AAA] and other costs of such arbitration otherwise payable by such party in the arbitration proceedings.” When both parties equally share the costs and fees, “[e]ach party [must] pay its own attorneys’ fees, expert fees and other costs incurred . . . in connection with its preparation for or prosecution of the arbitration,” and each must share the costs of the arbitrator and arbitration hearing.

The Green Bay Packers’ lease agreement provides that “[t]he prevailing party [is] . . . entitled to an award of reasonable attorneys’ fees and costs relating to the arbitration.” The Phoenix Suns’ lease similarly provides that the winning party is able to recover, from the losing party, “[t]he cost of the neutral party, the arbitrator, and the AAA . . . as long as the money is not from Facility Revenue and is from the losing party’s assets. The winning party may also recover reasonable attorneys’ fees, reasonable costs, and any other expenses incurred in connection with the ADR procedures.”

While the Packers’ and Suns’ agreements mandate the awarding of costs and fees, the Detroit Lions’ lease leaves it to the discretion of the arbitrator whether to include costs, expenses, and attorneys’ fees in the award to the prevailing party. The Indiana Pacers’ lease also provides that “[t]he parties shall share equally in the cost of arbitration” unless the arbitrator deems it appropriate to “award arbitrator’s fees and attorneys’ fees to either party.”

The lease agreements of the Chicago White Sox and Chicago Bears also

158. See Chicago White Sox, supra note 134, § 18.04.
159. New Jersey Devils, supra note 40, § 17.1(g).
160. Id.
161. Green Bay Packers, supra note 97, § 29.15.
162. Greenberg, supra note 1, at 535.
163. Id.; Green Bay Packers, supra note 97, § 29.15.
164. Detroit Lions, supra note 24, art. 25(d).
165. Greenberg, supra note 1, at 539.
166. Id.
give the arbitrator discretion to decide whether to award the prevailing party costs and fees.\textsuperscript{167} Both provisions provide that if the panel of arbitrators determines that the non-prevailing party acted in bad faith or its position was without merit, the party must pay all costs of the arbitration, including attorneys' fees. \textsuperscript{168} Absent a finding of bad faith or a meritless claim, the parties share the costs of arbitration and pay their own attorneys' fees. \textsuperscript{169} The Baltimore Orioles' lease also provides,

As long as both parties have a good faith basis for the dispute, they will share equally the costs and fees related to arbitration, including the fees of the AAA, the costs and fees of the arbitration panel, and costs and fees of transcribing stenographic records of the proceedings. "[E]ach party shall be solely responsible for its own attorney's [sic] fees and expenses, experts' fees and expenses, and any other costs incurred by that party in prosecuting and defending the arbitration."

If an arbitration panel decides that a party's position was without merit or maintained in bad faith, that party will have to pay the other party's reasonable attorneys' fees, experts' fees and expenses, and the reasonable costs of the arbitration.\textsuperscript{170}

The costs of the arbitrator and hearing are shared equally by the parties in the New Jersey Devils' agreement, regardless of possible motives behind the disagreement, with each party responsible for its own attorneys' and expert fees and other costs incurred in preparation for arbitration.\textsuperscript{171} The Buffalo Bills' lease indicates that "[t]he arbitrating Parties will each pay for the services of its attorneys and witnesses, plus its proportionate share of the costs relating to the arbitration."\textsuperscript{172}

9. Final and Binding

Arbitration is generally final and binding on the parties, although the extent to which it is binding varies slightly based on the lease. Some leases allow for no appeals of the decision, while others allow appeals under certain conditions.

Leases for the Seattle Seahawks and the New Jersey Devils set forth that

\textsuperscript{167} See CHICAGO WHITE SOX, supra note 134, § 18.04; CHICAGO BEARS, supra note 63, art. 32.4.
\textsuperscript{168} Id.
\textsuperscript{169} Id.
\textsuperscript{170} GREENBERG, supra note 1, at 534 (citation omitted).
\textsuperscript{171} NEW JERSEY DEVILS, supra note 40, § 17.1(g).
\textsuperscript{172} BUFFALO BILLS, supra note 48, art. 23.1(d).
the arbitration decision is final and binding upon both parties, and it can be entered in a court of competent jurisdiction and enforced in accordance with the laws of the state. The Buffalo Bills’ lease is different from the Seahawks’ and Devils’ leases, as it requires “[t]he decision of the arbitrators [to] be entered with a court of competent jurisdiction and . . . enforced according to the laws of the State of New York.” The Chicago White Sox’s lease is very similar to the Bills’ lease, in that the arbitration decision is not only “final and binding . . . [but also] shall be enforceable by a court of competent jurisdiction.” While most decisions are final and binding, the decision reached by the five-member committee, according to the Minnesota Twins’ lease, is sometimes neither final nor binding. The decision reached by the committee is binding on the parties only for claims under $25,000 that are not brought in a legal action within sixty days of the decision. In all other cases, the decision is not binding upon the parties, and any proceedings are void if legal action is commenced.

Even when arbitration decisions are final and binding, some may allow for certain exceptions where the decision is appealable. This is not the case, however, in the Seattle Seahawks’ lease, which stipulates that the decision is final, binding and nonappealable. Similarly, the Philadelphia Phillies’ lease requires the decision to “be final and binding upon the parties” and does not allow for appeals. On the other hand, arbitration provisions for the Pittsburgh Pirates and San Antonio Spurs allow for some exceptions where a decision may be appealable. According to the Pirates’ lease, “the decision of the arbitrators shall be conclusive and non-appealable except in case of fraud.” The arbitration decision is also final according to the Spurs’ lease, “except that any party . . . may request judicial review of the award for errors of law (other than errors relating to discovery disputes and admissibility of evidence).” Such a request must be filed in a court within thirty days of the

173. Seattle Seahawks, supra note 26, § 24.6; New Jersey Devils, supra note 40, § 17.1(f).
174. Buffalo Bills, supra note 48, art. 23.1(e).
175. Chicago White Sox, supra note 134, § 18.01.
176. Greenberg, supra note 1, at 535.
177. Id.
178. Id.
181. Id.
182. Pittsburgh Pirates, supra note 55, art. 14.9.1; San Antonio Spurs, supra note 32, art. 20.2.10
184. San Antonio Spurs, supra note 32, art. 20.2.10.
arbitration decision and "no other action for enforcement of the award shall be initiated or shall proceed until a final judgment has been rendered."\(^{185}\) in the judicial review.\(^{186}\)

### III. Conclusion

Provisions for alternative dispute resolution processes, and arbitration in particular, have become an ever-increasing addition to sports facility leases to resolve disputes between the landlord and tenant with the leasehold agreement establishing the arbitration machinery. Since arbitration in leasehold agreements is governed by its contractual terms, the procedure for arbitration, the issues to be arbitrated, and the question of who will serve as arbitrator are all matters that must be negotiated by the landlord and tenant as part of the leasehold bargaining process. Most sports facility leases utilize arbitration as the dispute resolution process of choice, primarily because of the many practical advantages it maintains over judicial proceedings. Informality, expediency, finality, confidentiality of decisions, permissibility of input from both parties as to the procedure, and cost are just some of the many advantages of arbitration.

Because of the advantages of arbitration, sports facility leases for professional teams commonly include provisions that mandate arbitration over adjudication by a court as a dispute resolution procedure. Nearly half of all professional teams’ leases include alternative dispute procedures, with the number continuing to grow.\(^{187}\) When sports facility leases expire or teams relocate to new facilities, the teams often replace their old leases with new ones that include arbitration provisions; examples include the leases of the Philadelphia Phillies, Chicago Bears, Green Bay Packers, Philadelphia Eagles, and Seattle Seahawks.\(^{188}\)

Due to the wide use of arbitration provisions in sports facility leases, arbitration has played a significant role in the resolution of a variety of disputes in a sports venue context. As a result, many of the issues between landlord and tenant have been resolved not in the courtroom but in the arbitrator’s office. Arbitration provisions in venue leases will continue to have a profound impact on maintaining a stabilized relationship between landlord and tenant in a sports facility context and solving the unforeseeable by

\(^{185}\) See Greenberg, supra note 1, at 536-38.

\(^{186}\) See id.; Philadelphia Phillies, supra note 46, § 20; Chicago Bears, supra note 63, art. 33; Green Bay Packers, supra note 97, § 29.15; Philadelphia Eagles, supra note 62, § 20; Seattle Seahawks, supra note 26, § 24.
providing solutions in accord with the parties' needs.

Some of the leases used as examples in this article were provided by Team Marketing Report. Thank you.