

#9500091206

FOOTBALL GAME AGREEMENT

UNIVERSITY OF TENNESSEE ATHLETICS DEPARTMENT

This AGREEMENT is entered into by and between **THE UNIVERSITY OF TENNESSEE, KNOXVILLE** and **EAST TENNESSEE STATE UNIVERSITY**.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties' intending to be legally bound, agree as follows:

1. **Purpose/Event:** The purpose of this AGREEMENT is to confirm the arrangements and conditions for playing a football game (hereinafter "GAME") between The University of Tennessee, Knoxville and East Tennessee State University ("ETSU").
2. **Event:** Each party shall cause its Football Bowl Series ("FBS") or Football Championship Sub-Division ("FCS") varsity football team to participate in a football game in accordance with the terms of this AGREEMENT. The GAME shall be played on the date and at the location as set forth below, with the HOME TEAM designated by their locale:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
SATURDAY	SEPTEMBER 6, 2025	TBD	KNOXVILLE, TN

3. **Rules:** The GAME shall be governed by the rules of the National Collegiate Athletic Association (hereinafter "NCAA"), and the institutional rules of the HOME and the VISITING school as in effect at the time of the GAME.
4. **Eligibility of Team Members:** The eligibility of all players to participate in the game shall be governed by the rules and regulations of the respective institutions, their conference, and the NCAA, as in effect at the time of the GAME.
5. **Game Officials:** Officials and replay for the game in Knoxville shall be designated by the Southeastern Conference.
6. **Compensation of VISITING TEAM and Settlement:** The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation, the fixed sum of five hundred seventy-five thousand dollars (\$575,000.00) within 60 days after the GAME. Any amount not paid by the due date shall immediately bear interest at the maximum amount as permitted by state law of the governing jurisdiction.
7. **Tickets, Sideline Passes, Credentials, Parking:**
 - a. **Tickets:**
 - i. The HOME TEAM will establish all ticket prices.
 - ii. The HOME TEAM will provide five hundred (500) complimentary tickets to the VISITING TEAM.
 - iii. The HOME TEAM shall consign a total of 2,000 tickets to the VISITING TEAM.
 - iv. By July 1, prior to the date of the GAME, the VISITING TEAM should return ALL but five hundred (500) unsold tickets from the original consigned allotment sent by the HOME TEAM. These tickets should be returned for credit via overnight mail to the HOME TEAM. Fourteen (14) days prior to the date of the GAME, the VISITING TEAM should retain no more than 200 unsold tickets from

the original allotment sent by the HOME TEAM. The remainder should be returned for credit via overnight mail to the HOME TEAM. In the event the VISITING TEAM fails to return any tickets by the deadline set forth in this paragraph, the VISITING TEAM shall not be entitled to a refund or reimbursement for those late returns. Settlement of funds for consigned tickets shall be required prior to GAME. If ticket funds have not been settled prior to GAME, these funds may be withheld from Compensation of VISITING TEAM referenced in Section 6 above.

- v. No tickets shall be required for media.
 - vi. VISITING TEAM will have use of one (1) suite, the location of which is to be determined by the HOME TEAM.
 - vii. Cheerleaders and mascots for the VISITING TEAM shall be admitted without charge when in uniform.
 - viii. Seating for the band must come out of the VISITING TEAM'S complimentary tickets (section iii above) or be purchased from the consigned allotment.
- b. **Sideline Passes:** The VISITING TEAM shall be allowed sixty (60) sideline passes at no charge. These passes shall be in addition to the tickets provided as described in paragraph section (a). Such passes are for use by coaches, trainers, and working personnel only. All personnel with the exception of varsity football team members in uniform must wear sideline passes. All VISITING TEAMS sideline passes will be restricted to the VISITING TEAM area (between the 25-yard lines).
- c. **Credentials:** The VISITING TEAM shall be allowed fifteen (15) all-access credentials for its athletics administration at no charge. If additional all-access credentials are needed by VISITING TEAM, HOME TEAM shall make a good faith attempt to meet reasonable requests.
- d. **Parking:** The VISITING TEAM shall be allowed parking passes for equipment truck(s), team and staff buses, and ten (10) automobiles for use by the football program and administration.

8. Media Rights: Radio, Television, Internet:

- a. **Radio Rights:** The HOME TEAM (or its conference) for each GAME covered by this AGREEMENT owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such GAME, provided that the VISITING TEAM may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the GAME for distribution by the VISITING TEAM's regular season radio broadcasting network via terrestrial radio and satellite radio. The HOME TEAM for each GAME shall provide to the VISITING TEAM one radio outlet location for the aforementioned broadcast.
- b. **Television and Other Distribution Rights:** Except for the radio rights described in clause (a) above, the conference of the HOME TEAM for each GAME covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual

coverage of such GAME and any and all portions of such GAME (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed, and the VISITING TEAM agrees to participate in the telecast. If and to the extent the VISITING TEAM has or will have any such rights, the VISITING TEAM irrevocably assigns, conveys, and transfers all of such rights to the conference of the HOME TEAM in perpetuity. Notwithstanding the foregoing, (i) the VISITING TEAM and its conference shall have the non-exclusive rights to create and distribute coach's films of each GAME for use solely by the VISITING TEAM, professional sports leagues and other colleges and universities for coaching and scouting purposes, as well as use of not more than 10 minutes of clipped footage on any coach's show, and (ii) if the respective conferences of the institutions party to this AGREEMENT enter into a separate agreement describing the rights of a VISITING TEAM to distribute audiovisual coverage of a GAME played between institutions from such respective conferences, and such agreement remains in full force and effect when any GAME covered by this Agreement occurs, the VISITING TEAM (and its conference) for such GAME shall have the rights as described in such agreement.

- c. **Internet Streaming:** The HOME TEAM retains any and all internet streaming and new media rights to the GAME. The rights to video streaming are subject to applicable conference policies and/or conference television partner agreements.
- d. **Other Rights:** The VISITING TEAM for each GAME covered by this AGREEMENT hereby authorizes the HOME TEAM (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such GAME to use) the trademarks and logos of the VISITING TEAM and the names and likenesses of the VISITING TEAM's individual players, participants and coaches to promote and publicize such GAME and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for each GAME warrants to the home team and its conference that the visiting team has obtained the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).
- e. **Controlling Language:** To the extent that this Section conflicts or is inconsistent with any other language or provision in this AGREEMENT, the terms and content of this Section shall control and supersede any other such language or provision.

- 9. **Game Management, Concessions, Parking and Program Income:** The HOME TEAM shall be responsible for managing the GAME at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting an intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of the VISITING TEAM. The HOME TEAM agrees to have a medical doctor and ambulance with emergency personnel at the game site throughout the duration of the GAME. The HOME TEAM shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the HOME TEAM.

10. **Arrival of Teams:** The teams shall present themselves at the site of the GAME in condition to play at least thirty (30) minutes before the time advertised as the starting time for the GAME.
11. **NCAA Football Championship Sub-Division ("FCS") Requirements (when applicable):** By signing this AGREEMENT, the VISITING TEAM, if a member of the Football Championship Subdivision, confirms compliance with the provisions of NCAA Bylaw 20.9.9.2.1 (as contained in the August 2015-16 Division 1 Manual) and certifies that it averaged 90% of the permissible maximum number of grants-in-aid per year in the sport of football during the two academic years immediately preceding the date of the AGREEMENT, as well as its intent to do so through the completion of this GAME. Failure by the VISITING TEAM to meet the criteria established by the NCAA for Football Championship Subdivision (FCS) membership represents a material Breach of this Agreement. At its option, the HOME TEAM may elect to cancel the game for VISITING TEAM's noncompliance with Championship Subdivision Requirements, and the VISITING TEAM agrees to pay the sum agreed to in Section 14 of this AGREEMENT.
12. **Force Majeure/Impossibility:** In the event of unforeseen catastrophe such as fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, pandemic, confiscation by order of the government, military or public authority of prohibitory or governmental authority, prohibition or edict of the Southeastern Conference, or the National Collegiate Athletic Association, making it impossible or impractical to play the GAME, both parties shall be relieved of any and all obligations of this AGREEMENT. Notice of such catastrophe, disaster or edict shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent GAMES covered by this contract. Any GAMES not played as scheduled shall be rescheduled as such exigencies may dictate or permit.
- a. **Exception.** Refusal of either team to participate in the GAME due to political preferences or ideological reasons shall be considered a breach pursuant to Section 13 of this AGREEMENT. Such a refusal will not be categorized as an unforeseen catastrophe.
13. **Breach:** Failure to participate in GAME for reasons other than Force Majeure (see Section 12) will be considered a breach of this AGREEMENT. In the event that either party fails to meet the criteria established by the NCAA for Football Bowl Series (FBS) membership or Football Championship Sub-Division (FCS) membership, this failure will be considered a breach of this AGREEMENT. In the event that either party announces it will discontinue its football program or will move its football program from FBS to FCS membership with FCS membership effective prior to GAME, this will be considered a breach of this AGREEMENT by the discontinuing or transitioning party at the time of official announcement by that institution. In the event that either party announces its intent to not participate in the GAME, this will be considered a breach of this AGREEMENT at the time of any official athletics department announcement or communication stating the intent not to participate in the GAME.
14. **Damages:** It is agreed by both parties that in the event of a breach by either party, actual damages would be significant and the amount uncertain. In view of that fact, the breaching party shall pay the non-breaching party \$550,000.00 as reasonable and contemplated damages. Payment will occur within three (3) months of the event forming the breach.
15. **Integration/Amendments:** This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all other agreements whether

written or oral. No amendment to this AGREEMENT shall be valid unless reduced to writing and signed by both parties hereto.

16. **Interpretation:** No provision of this AGREEMENT shall be construed against or interpreted to the disadvantage of any party by reason or any party having, or being deemed to have, drafted or dictated such provision.
17. **Waiver:** The failure at any time of any party to demand strict performance of another party or of any of the terms, covenants, or conditions set forth in this AGREEMENT shall not be construed as a continuing waiver or relinquishment thereof, and any party may at any time demand strict and complete performance of any other party of such terms, covenants, and conditions.
18. **Severability:** The unenforceability or invalidity of any provision of this AGREEMENT shall not affect any other provision of this AGREEMENT and this AGREEMENT shall continue in full force and effect and be construed as if such provision had not been included.
19. **Assignment:** This Agreement may not be assigned by either party without the written consent of the non-assigning party.
20. **Governing Law:** This AGREEMENT shall be deemed to have been made, and shall be governed by, construed, and enforced, in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions.

In witness thereof, this contract has been duly executed by the authorized representatives of each of the parties hereto on the respective dates specified below.

Contract must be signed by an authorized representative of both teams within 45 days from the date it was signed by the first team to be valid.


UNIVERSITY OF TENNESSEE


Phillip Palmer
Vice-Chancellor and Director of Athletics

7/8/20

Date

EAST TENNESSEE STATE UNIVERSITY


Scott Carter
Director of Athletics

6/22/20

Date

DocuSigned by:


Chris Cimino

7/13/2020

AAGC2AF7E26F46F...
Chris Cimino
Sr. Vice-Chancellor of Finance and Admin

Date

Date

TENNESSEE
Federal I.D.# 62-6001636

ETSU
Federal I.D.# _____

Please return one original copy to: Reid Sigmon, Executive Associate Athletics Director
University of Tennessee Athletics
1720 Volunteer Boulevard
Knoxville, TN 37996-3100
jrsigmon@utk.edu