

THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE UNIVERSITY OF TEXAS AT EL PASO

FOOTBALL GAME AGREEMENT

This Football Game Agreement is between THE UNIVERSITY OF TEXAS AT AUSTIN (hereinafter referred to as UT AUSTIN) and THE UNIVERSITY OF TEXAS AT EL PASO, (hereinafter referred to as UT EL PASO). For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I

TERM

The term of this Agreement is dated effective as of the date fully executed by both parties and shall terminate on September 30, 2016.

II

DATES OF COMPETITION

UT AUSTIN and UT EL PASO will have their respective men's intercollegiate football teams meet on the following date in the City indicated and compete against each other in a game of football (GAME). The Host Institution shall establish the starting time for the GAME.

Date

Site

September 10, 2016

DKR – Texas Memorial Stadium
Austin, Texas

UT AUSTIN shall be designated as the Host Institution and UT EL PASO shall be designated as the Visiting Institution.

III

GOVERNING RULES

Each GAME will be played in accordance with and governed by the applicable bylaws and rules of the National Collegiate Athletic Association (NCAA) and the Host Institution's Conference.

IV

PLAYER ELIGIBILITY

The eligibility of all players who are to participate in the GAME(s) on such date(s) shall be determined by the rules and regulations of the National Collegiate Athletic Association and the Conference in which each institution is a member.

V

GAME OFFICIALS

GAME officials will be appointed by the Conference of the Host Institution. Fees and expenses of the officials shall be paid by the Host Institution.

VI

GUARANTEED PAYMENTS

The Host Institution will pay the Visiting Institution a guaranteed amount for the GAME. For the GAME played on September 10, 2016, UT AUSTIN shall pay UT EL PASO \$1,000,000. The Host Institution will retain all gate receipts. The guarantee shall be paid to the Visiting Institution on or before ninety (90) days following the GAME. Any amount not paid by the due date shall bear interest at the maximum rate permitted by Texas law. The parties hereto acknowledge that \$100,000 of the above guaranteed amount was paid to UT EL PASO in fiscal year 2010/11.

VII

TICKETS AND ADMISSIONS

The Host Institution shall be responsible for establishing the price of tickets, for ticket printing, for selling tickets to the public, and for distributing tickets to the Visiting Institution to sell to its fans. The Host Institution shall be permitted to issue free tickets when deemed appropriate. The Host Institution may also issue passes or otherwise provide for free admission to radio, television, press, and other media personnel, and the uniformed or otherwise identifiable members of the bands and the cheerleaders, spirit groups, team mascot and handlers of Host Institution and Visiting Institution.

The Visiting Institution shall be entitled to receive 300 complimentary tickets and may request up to 3,850 additional tickets on consignment. The Visiting Institution shall pay the Host Institution for all tickets it retains on consignment. This payment will be made within ninety (90) days after the GAME.

All tickets sold by the Visiting Institution shall be sold at the price established by the Host Institution.

The Visiting Institution may return a maximum of 300 tickets to the Host Institution for full credit if those tickets are received by the Host Institution no less than thirty (30) days prior to the GAME. Within thirty (30) days of the GAME, the Visiting Institution may return a maximum of 150 tickets to the Host Institution for full credit if the tickets are received by the Host Institution no less than eight (8) ~~seven (7)~~ days prior to GAME. Within eight (8) ~~seven (7)~~ days of the GAME, the Visiting Institution may return a maximum of 50 tickets to the Host Institution for full credit if the tickets are received by the Host Institution no later than noon (12:00 pm) the day prior to the GAME.

The Visiting Institution band seats, if needed, must come from the Visiting Institution's ticket allotment. The Host Institution will provide information regarding the standard location of seats for a Visiting Institution's band members.

VIII

ASSOCIATED GAME ACTIVITIES

The rights to the income derived from all associated GAME activities such as concessions, programs, souvenirs, soft goods, and parking shall belong to the Host Institution.

IX

TELEVISION, VIDEO, FILM, INTERNET VIDEO STREAMING

The parties hereto mutually desire that the GAME(s) to be played hereunder should have maximum media exposure, including exposure via television if possible. Each party may enter into agreements for television coverage of the GAME(s) so long as said agreements are in compliance with the provisions set forth herein.

A. Agreement to Telecast

Each GAME covered hereunder shall be available for telecasting by the Host Institution. The Visiting Institution shall agree to the following:

1. The scheduled start time for the GAME is subject to change for the purpose of accommodating live telecasting opportunities.
2. Any change in the date of the GAME shall require the consent of the Visiting Institution, which consent shall not be unreasonably withheld.

The GAME also shall be available for telecasting by the Visiting Institution subject to the conditions set forth herein.

B. Rights of Release

Following are the basis on which the respective institutions may release a telecast of a GAME. Such a telecast may be made on a free, pay, or pay-per-view basis.

1. Host Institution

The Host Institution shall have the following rights of release for live and delayed telecasting:

- (a) National network television;
- (b) National cable television;
- (c) Conference television package via over-the-air, cable or satellite transmissions;
- (d) Institutional branded network;
- (e) Institutionally syndicated package;
- (f) Home-Area release;
- (g) Internet video streaming
- (h) Release via any other means of transmission not listed herein which may exist or be developed; plus
- (i) Delayed telecast without restriction.

In addition, the Host Institution may use recorded footage of any GAME under this Agreement for the following purposes:

- (i) for file, reference, audition, promotional and publicity purposes;
- (ii) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (iii) or highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Host Institution or its conference.

The Host Institution, however, will not permit its telecaster(s) to sell or otherwise make available a feed of the signal of the GAME telecast to any telecaster or cablecaster in the Home Area of the Visiting Institution without the express

consent of the Visiting Institution. This provision is not applicable to items B.1(a), B.1(b), B.1(c) or B.1(d) above. Notwithstanding the foregoing, any release of a GAME or use of footage of a GAME played hereunder by the Host Institution must comply with the applicable national network or national cable contract of the conference of which the Host Institution is a member, and the rules and regulations of such conference.

2. Visiting Institution

The Visiting Institution shall have the following rights of release:

- (a) Live telecast into its Home-Area if not in conflict with either conferences' Television agreements, or Home Institution's agreements related to items B.1(a), B.1(b), B.1(c) or B.1(d) above, which shall supersede this agreement;
- (b) Delayed telecast into the Visiting Institution's Home Area and whatever additional area it wishes so long as such release does not conflict with the terms of the Home Institution's conference contract, or Home Institution's agreements related to items B.1(a), B.1(b), B.1(c) or B.1(d) above, or the visitor's conference's contract governing time exclusivity;
- (c) Such additional live rights as may be granted it by the Host Institution.

In addition, the Visiting Institution may use recorded footage of any GAME under this Agreement for the following purposes:

- (a) for file, reference, audition, promotional and publicity purposes;
- (b) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (c) for highlight shows, coach's shows, or other commercial ventures, including broadcast on Institutional Branded Network, inuring solely to the benefit of the Visiting Institution or its conference.

Notwithstanding the foregoing, any release by the Visiting Institution of a GAME or use of footage of a GAME played hereunder must comply with the applicable national network or national cable contracts of the conferences of which the Host Institution is a member and the Visiting Institution is a member, and the rules and regulations of such conferences.

C. Definitions

For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for non-Big 12 institutions shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Big 12 institutions shall

mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a GAME telecast no earlier than the conclusion of the GAME.

D. Facilities

The Host Institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the GAME site to originate a television broadcast of the GAME, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.

E. Distribution of Revenue

If the GAME is televised as part of a conference package or series, there shall be no rights fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.

In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the GAME.

X

RADIO BROADCAST, INTERNET AUDIO STREAMING

The radio broadcast of the GAME shall be under control of the Host Institution. The Host Institution shall retain revenue from radio rights. The Host Institution shall provide one radio outlet free of charge for the Visiting Institution, and the Visiting Institution shall retain revenue derived therefrom. Each institution may deliver the broadcast to its respective radio network, to include audio streaming on the internet.

XI

SIDELINE PROVISIONS

The Visiting Institution shall be allowed 60 sideline passes at no charge. These shall be in addition to complimentary tickets, and the free admission of bands, cheerleaders, and mascots. These passes are for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All sideline passes will be restricted to the team area (between the 25-yard lines).

The Visiting Institution may use any and all products and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan, or identifying marks in a safe and responsible manner. In addition, GAME personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment and to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

XII

DAMAGES

Except where the appearance of either team is prevented by one of the events set forth in Paragraph XIII, the party whose team fails to appear and participate in the football GAME(S) provided for in this Agreement shall pay the other party the sum of \$1,000,000 within sixty (60) days of the applicable GAME date.

XIII

FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the failure of its men's intercollegiate football team to appear and participate in a GAME for reasons due solely to act of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear.

XIV

MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party. In the event the rules and regulations of the NCAA or the conference in which either school is a member should be amended, modified or changed in any manner so that the terms of this Agreement are in conflict with such rules or regulations, then the terms of this Agreement shall be considered amended so that the terms shall not conflict with such rules and regulations.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF TEXAS AT EL PASO

By: _____

Linda Shaunessy

Title: Business Contracts Administrator

Date: _____

1/27/2015

By: _____

Name: _____

Title: _____

Date: _____

Approved as to content:

By: _____

Stephen Patterson

Title: Athletic Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN


THE UNIVERSITY OF TEXAS AT EL PASO

By: _____

Linda Shaunessy

Title: Business Contracts Administrator

Date: _____


By: 

Name: Cynthia Vizcaino Villa

Title: Vice President for Business Affairs

Date: _____

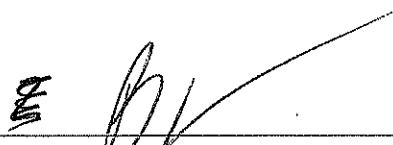
Approved as to content:

By: 

Stephen Patterson

Title: Athletic Director

Date: 2/18/15

By: 

Name: Bob Stull

Title: Athletic Director

Date: 2.26.15