

TXTECH#1111-Football-080213-05

TEXAS TECH UNIVERSITY AND STEPHEN F. AUSTIN STATE UNIVERSITY

FOOTBALL GAME AGREEMENT # C05192

This Agreement is entered into this _____, 2013, by and between Texas Tech University hereinafter called (Texas Tech) and **STEPHEN F. AUSTIN STATE UNIVERSITY** hereinafter called ("SFA") and collectively, the "Parties". For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. DATE AND LOCATION

The above institutions agree to cause their varsity football teams to meet and compete against each other in a Game of **Football** (the "Game") as follows:

DATE

LOCATION

September 3, 2016

Lubbock, Texas

The time of the Game shall be determined by Texas Tech.

2. ELIGIBILITY

The eligibility of all players who are to participate in the Game shall be determined by rules and regulations of the Big 12 Conference ("Big 12"), the Southland Conference ("Southland") and the National Collegiate Athletic Association ("NCAA").

NCAA Bylaw 30.9.2.2: As a Football Championship Series (FCS) institution, SFA represents that it is and will continue through the date of the Game to be in compliance with the grant-in-aid requirements of NCAA Bylaw 30.9.2.2 that allows the Game to be countable for bowl eligibility.

3. OFFICIALS

The game officials shall be appointed by the Big 12 Conference.

4. GAME GUARANTEE

Texas Tech agrees to pay SFA a sum of \$450,000 as a guarantee. Texas Tech will retain all gate receipts. The game guarantee shall be paid to SFA on or before January 31, next following the Game. Any sum not paid by the due date shall bear interest at the highest rate of interest allowed by Texas law or 10% per annum whichever is less.

5. BANDS AND CHEERLEADERS

The band members of SFA shall be admitted, if in uniform, without charge unless the game is sold out. If the game is sold out, the band will be charged a ticket price of \$15.00 per seat.

The cheerleaders and mascots of SFA shall be admitted, if in uniform, without charge.

6. TICKETS

Tickets for SFA shall be allocated as follows:

- A. Texas Tech shall solely determine the price of tickets and be responsible for printing tickets, for selling tickets and for distributing tickets to SFA. All tickets sold by SFA shall be at the printed price. Such prices shall be furnished to SFA by May 1 of the year preceding the Game.
- B. The tickets shall be provided to SFA by approximately July 31 prior to the Game.
- C. SFA shall return all unsold tickets no later than one week prior to the date of the Game.
- D. SFA shall be provided 400 complimentary tickets for its use. Any unused tickets will be returned no later than one week prior to the date of the Game.

7. GAME RECEIPTS

Revenues from the gate receipts, concession sales, programs, pictures, parking and all other associated game activities shall belong exclusively to Texas Tech.

8. TELEVISION RIGHTS

The Parties agree to use commercially reasonable efforts to cause the Game to receive maximum media exposure, including exposure via television if possible. Texas Tech shall control the rights of release for live and delayed telecast of the Game, but SFA may also enter into agreements for television, internet streaming and radio coverage of the Game, subject to the approval of Texas Tech, which shall not be unreasonably withheld so long as the provisions thereof do not conflict with the provisions of the applicable media contracts of the Home Institution or the conference of which it is a member, if any, in effect as of the date of this Agreement (the "Host Media Agreements"). If the telecast of the Game under the Host Media Agreements is not available on a broadly distributed basis within the locale of SFA, then Texas Tech will negotiate in

good faith with SFA for an appropriate remedy for that lack of exposure, either financial, distribution, or otherwise. SFA shall not be limited in terms of radio broadcast distribution via satellite, terrestrial or Internet; although Texas Tech must approve all terrestrial radio affiliates within its home state, which approval will not be unreasonably withheld.

Any use by SFA of video footage of a Game must comply with any restrictions in Texas Tech Media Agreements, if a written outline of those restrictions (including duration, frequency, and permitted outlets) is delivered to SFA by Texas Tech a reasonable time prior to the Game. Such use by SFA shall only be for non-broadcast, non-commercial purposes not in conflict with the rights granted hereunder, or for highlight shows, coach's shows or other commercial ventures.

The Parties agree that the scheduled start time for the Game is subject to change for the purpose of accommodating live telecasting opportunities and that any change in the date of the game shall require the consent of SFA, which consent shall not be unreasonably withheld.

9. RADIO AND OTHER BROADCAST RIGHTS

Texas Tech shall own the live radio and all other broadcasting rights. Proceeds from Texas Tech radio broadcasting shall belong to the Texas Tech. However, SFA will be given an outlet free of charge for radio coverage.

10. DEFAULT

Except where the appearance of either team is prevented by one of the events described in Article 11 below, the institution whose team fails to appear and participate in the Game provided for in this Agreement shall pay the other institution the sum of \$500,000 within sixty days of the applicable Game date. Such sum if not paid at due date, shall bear interest at the highest rate of interest allowed by Texas law or 10% per annum whichever is less.

11. FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the failure of its football team to appear and participate in a Game for reasons due to acts 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.

12. MODIFICATION OF CONFERENCE RULES AND REGULATIONS

It is agreed that in the event the rules and regulations of the NCAA, the Big 12 or Southland should be amended, modified or changed in any manner so as to make the terms of this Agreement to be in conflict with the subsequently changed rules or regulations, then the terms of this Agreement are to be considered amended so as the terms shall not be in conflict but in accord with such Rules and Regulations.

This Agreement is signed the date shown by the duly authorized officials of each Institution.

Kirk Houtt
Athletics Director
TEXAS TECH UNIVERSITY

8-12-13
Date

Rob L. Lile
Athletics Director
STEPHEN F. AUSTIN
STATE UNIVERSITY

8-6-13
Date

Mark McQuinn
President
TEXAS TECH UNIVERSITY

9-23-13
Date

Baker Fathall
President
STEPHEN F. AUSTIN
STATE UNIVERSITY

7-30-13
Date