

FOOTBALL GAME CONTRACT

THIS FOOTBALL GAME AGREEMENT ("Agreement") is made and entered into this 14th day of May, by and between THE UNIVERSITY ATHLETIC ASSOCIATION, Inc. ("Florida") and University of South Florida ("South Florida").

WITNESSETH that:

1. The said parties mutually agree to cause their respective varsity teams to meet at Ben Hill Griffin Stadium, in the city of Gainesville, in the State of Florida, on the 17th day of September, 2022 and then and there engage in a game of football (the Game). Additional games will include:
The said parties mutually agree to cause their respective varsity teams to meet at Raymond James Stadium, in the city of Tampa, in the State of Florida, on the 9th day of September, 2023 and then and there engage in a game of football (the Games).
The said parties mutually agree to cause their respective varsity teams to meet at Ben Hill Griffin Stadium, in the city of Gainesville, in the State of Florida, on the 6th day of September, 2025 and then and there engage in a game of football (the Games).

<u>Date</u>	<u>Site</u>	<u>Time</u>
September 17, 2022	Gainesville, FL (Ben Hill Griffin Stadium)	TBA
September 9, 2023	Tampa, FL (Raymond James Stadium)	TBA
September 6, 2025	Gainesville, FL (Ben Hill Griffin Stadium)	TBA

2. **PAYMENT TO VISITING TEAM.** The Home Team agrees to pay the Visiting Team, as sole financial compensation for participation in the first Game, the fixed sum of \$500,000.00 on or before February 1 following each game. No other compensation will be due or owed the Visiting Team under this Agreement in connection with each Game.
The Home Team agrees to pay the Visiting Team, as sole financial compensation for participation in the second Game, the fixed sum of \$250,000.00 on or before February 1 following each game. No other compensation will be due or owed the Visiting Team under this Agreement in connection with each Game.
The Home Team agrees to pay the Visiting Team, as sole financial compensation for participation in the third Game, the fixed sum of \$250,000.00 on or before February 1 following each game. No other compensation will be due or owed the Visiting Team under this Agreement in connection with each Game.
3. **VISITING TEAM TICKETS.** The Visiting Team shall be provided 6,000 tickets to offer for sale to its fans and supporters (including Visiting Team band) for those games hosted in Ben Hill Griffin Stadium. The Visiting Team shall be provided 12,000 tickets to offer for sale to its fans and supporters (including Visiting Team band) for those games hosted in Raymond James Stadium. All proceeds from ticket sales are to be paid to the Home Team 30 days after receipt of the ticket invoice. The VISITING TEAM shall also receive 300 complimentary tickets for each game, which is included in their overall number of tickets provided, not in addition. Ticket prices, seating locations and all other operational elements shall be established by the Home Team, with fair and reasonable consultation given to the Visiting Team.
4. **UNSOLD TICKETS.** Any tickets that have been delivered to the Visiting Team, but not sold, shall be

returned to the Home Team no later than 30 days prior to each Game. Payment for any tickets not returned by this date will become the sole responsibility of the Visiting Team.

5. **SIDELINE PASSES.** The Visiting Team shall be allotted a maximum of sixty (60) sideline passes for the use of Coaches, Athletic Trainers, and working team personnel only. These passes shall be in addition to the tickets provided for sale and game admission for cheerleaders and mascot(s). Sideline passes must be worn at all times by all personnel with the exception of players in uniform. All Visiting Team sideline passes will be restricted to the visiting team area (between the 25-yard lines). Additional institutional credentials for Visiting Team working staff will be distributed the week of the Game provided a detailed list is submitted to and approved by the Home Team in advance.
6. **CHEERLEADERS AND MASCOTS.** The cheerleaders and mascot(s) of each team shall be admitted free of charge provided they are in uniform and their attendance shall not be included in the game report, unless otherwise agreed upon by both institutions.
7. **VISITING INSTITUTION BOOTH.** The Visiting Team will be provided access to one press-area booth on game day and allotted a minimum of 12 passes for working team personnel and guests to use for entrance into the booth.
8. **RADIO RIGHTS.** The Home team for each Game 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 each 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 each Game for distribution by the Visiting Team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The Home Team for each Game shall provide to the Visiting Team one radio outlet location for the aforementioned broadcast.
9. **TV AND OTHER DISTRIBUTION RIGHTS.** Except for the radio rights described in the Radio Rights clause above, the Home Team's Conference (i.e. currently the Southeastern Conference or American Athletic Conference respectively) 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 the games hosted in Home Team's venue and any and all portions of the Games (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. 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 Home Team's Conference in perpetuity. Notwithstanding the foregoing, the Home Team hereby grants the Visiting Team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the Visiting Team, professional sports leagues and other colleges and universities for coaching and scouting purposes.
10. **OTHER RIGHTS.** The Visiting Team hereby authorizes the Home Team (and the Home Team's Conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the 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 the 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 the Game represents to the Home Team and the Home Team's Conference that the Visiting Team has obtained (i) the consent of the individual players, participants and coaches of the Visiting Team to participate in the Game with the knowledge that it will be televised or otherwise

distributed (on a live and delayed basis) in various media, and (ii) 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.

11. BREACH OF CONTRACT. It is agreed by both parties that in the event of a material breach by either party, actual damages would be of an uncertain amount and, in view of that fact, the breaching party shall pay the non-breaching party \$2,500,000.00 for each remaining game under contract as reasonable and contemplated liquidated damages, regardless of notice.
12. OFFICIALS. Officials for each game shall be assigned by the Home Team.
13. INSTANT REPLAY. Both parties agree that the instant replay system utilized by the Southeastern Conference will be used for each game.
14. FORCE MAJEURE. In the event of actual or imminent fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, labor dispute, rebellion, insurrection, declared state of emergency, confiscation by order of the government, military or public authority or prohibitory or governmental authority, including that of the Southeastern Conference or the National Collegiate Athletic Association, or any circumstance making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement.
15. LIABILITY. Each party shall be responsible for all third-party claims for damages or liability arising out of the negligent or wrongful actions of its respective employees, officers or agents while acting in the scope of their employment or appointment. Neither party's total aggregate liability for third-party claims arising out of this Agreement shall exceed \$200,000 per claimant or \$300,000 per single occurrence.

THE UNIVERSITY ATHLETIC ASSOCIATION, INC.

By: Scott Stricklin

Scott Stricklin, Director of Athletics

UNIVERSITY OF SOUTH FLORIDA*

By: Mark Harlan

Mark Harlan, Director of Athletics

*The legal entity entering into this agreement on behalf of the University of South Florida is The University of South Florida Board of Trustees

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Joel Londrigan

Joel Londrigan
ATTORNEY - USF