

GAME CONTRACT
4
SOUTHEASTERN CONFERENCE

This agreement is made and entered into this 20th day of April, 2011, in the city Auburn, State of Alabama, by and between Auburn University (hereinafter designated as the HOME TEAM) and Jacksonville State University (hereinafter designated as the VISITING TEAM).

WITNESSETH that:

1. The said parties mutually agree to cause their respective varsity teams to meet in the city of Auburn, in the State of Alabama on the 19th day of October, 2013, and then and there engage in a game of football (the game). The game is to be played at TBA o'clock.
2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of its conference and the NCAA.
3. Ticket prices shall be set by the HOME TEAM.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation, the fixed sum of \$ 500,000 on or before March 1, 2014.
5. The cheerleaders and mascot of each team shall be admitted free of charge provided they are in uniform.
6. The VISITING TEAM shall be allotted TBA tickets for sale

to its followers (including bands), said tickets to be in number and location as follows:

Auburn will provide 300 complimentary tickets.

7. The radio broadcast of the game shall be the property of both participating teams. The rights of each team are as follows: The HOME TEAM shall provide space for one free broadcast outlet for the purpose of exclusive broadcast on the established radio network of the VISITING TEAM only, receipts for which shall belong to the VISITING TEAM. All other broadcast rights and privileges and receipts therefrom shall belong exclusively to the HOME TEAM.
8. Each party acknowledges and agrees that the home team (or its conference) exclusively owns and retains all television, pay per view, cable, internet and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred as a "Broadcaster") such home Game and any and all portions of such Game throughout the universe by any and all means, uses, and media now known or hereafter developed (including via local, regional or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the internet) (collectively herein "Broadcast Rights"). If and to the extent the visiting team has or will have any such Broadcast Rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights (including full ownership of all copyrights) to the home team (or its conference) in perpetuity. (As used herein, "internet" means a global information network consisting of interconnected, but independent, computers including, but not limited to, the World Wide Web.) Neither the visiting team, nor its conference, shall have Broadcast Rights except as otherwise expressly set forth herein or as may be

agreed in writing by the home team on a case by case basis. 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.

The visiting team hereby grants each Broadcaster a license 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 by any Broadcaster 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 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 paragraph.

9. It is further agreed that:

- A. Jacksonville State University will meet the NCAA Bylaw 20.9.7.2.1 (see below), which governs grants-in-aid for an FCS opponent. If Jacksonville State University does not meet the provisions of this Bylaw, this contract will become null and void.

NCAA Bylaw 20.9.7.2.1 Exception – Football Championship Subdivision Opponent. Each year, a Football Bowl Subdivision institution may count one contact against a Football Championship Subdivision opponent to satisfy the football-scheduling requirement specified in Bylaw 20.9.7.2, provided the Football Championship Subdivision opponent has averaged 90 percent of the permissible maximum number of grants-in-aid per year in football over a rolling two-year period (Adopted 4/28/05, revised 12/15/06)

Jacksonville State will provide the number of grants-in-aid below for the 2012-2013 and 2013-2014 academic year.

Number of grants-in-aid that will be awarded in football for the 2012-2013 and the 2013-2014 academic years: _____

- B. In the event this contract is not executed by Visiting Team and returned to Auburn University on or before (one month from date prepared) this contract shall be declared null and void, and there shall be no obligation to either party after said date.

10. It is agreed by both parties that in the event of a breach by either party, actual damages would be of an uncertain amount and, in view of the fact, the breaching party shall pay the non-breaching party \$ 500,000 as reasonable and contemplated liquidated damages.
11. Officials for the game shall be assigned by the Southeastern Conference.
12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, 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, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement.
13. The following additional games shall be played under the same terms and conditions unless otherwise indicated on the following dates and times:

<u>Date</u>	<u>Place</u>	<u>Time</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____




 Director of Athletics
 HOME TEAM

Date: 4/20/11



 Director of Athletics
 VISITING TEAM

Date: 4/22/11



 President of Visiting Team
 Date: 4/22/11