

HEAD COACH MEN'S BASKETBALL EMPLOYMENT CONTRACT

This Head Coach Men's Basketball Employment Contract ("Contract") is entered into by and between The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of its member institution, The University of Alabama ("University" or "UA") and Avery Johnson ("Employee").

Article I – Definitions

As used in this Contract (including within these paragraphs) the following terms shall have these meanings:

"AD" shall mean the Director of Athletics of the University of Alabama.

"Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of the University. Governing Athletic Rules shall also include all present and future acts of Congress or the State of Alabama regulating college athletics, officials, athletes, and competition.

"NCAA" shall mean the National Collegiate Athletic Association, and its successors.

"SEC" shall mean the Southeastern Conference, its successor or any other athletic conference of which the University may be a member.

"University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, directives, or modifications thereto promulgated hereafter by The University of Alabama, including, without limitation, its President, its Director of Athletics, its Department of Intercollegiate Athletics, or by The Board of Trustees of The University of Alabama.

Article II - Position

2.01 Employment. The University employs the Employee as Head Coach of Men's Basketball. Employee accepts the employment and agrees to act at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of the University. Employee shall exercise due care that all personnel and students under Employee's supervision or subject to Employee's control or authority shall comport themselves in like manner.

2.02 Duties and Responsibilities.

(a) Loyalty. Employee agrees to be a loyal employee of the University and to devote Employee's best efforts, attention and abilities full time to the performance of Employee's duties and responsibilities to the University. During the term of this Contract Employee will not engage in, directly or indirectly, any business or other venture which would interfere with Employee's ability to apply Employee's best efforts to the full performance of Employee's duties hereunder. Employee agrees not to usurp any corporate opportunities of the University. Employee will use his best efforts to maintain good public relations with the public news media and sound alumni relations.

(b) Governing Athletic Rules. Employee agrees to abide by and comply with Governing Athletic Rules, and to work cooperatively with the University's Faculty Athletic Representative and compliance personnel on compliance matters and rules education. In particular, Employee recognizes an obligation personally to comply with, and to exercise due care that all personnel, students, and representatives of the University's athletic interests subject to Employee's control or authority comply with, Governing Athletic Rules, including those relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including without limitation, purchase or sale of game tickets and furnishing unauthorized transportation, housing, textbooks, and meals, and with laws and Governing Athletic Rules relating to sports agents, gambling, betting, and bookmaking, and illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Employee has knowledge of, or has reasonable cause to believe, that violations of Governing Athletic Rules may have taken place, Employee shall report the same immediately to the University's AD and Associate Athletic Director for Compliance. Employee shall not violate Governing Athletic Rules or law by permitting, encouraging, or condoning the solicitation or acceptance by Employee or by any other athletics staff member, including without limitation, assistant coaches, strength or conditioning coaches, staff members, student-athletes, or others of gifts of cash or of substantial value or accepting hospitality other than reasonable and appropriate social hospitality from any person, including without limitation, any person who is a "representative of the institution's athletic interests" as that term is defined in Governing Athletic Rules. Employee will exercise due care to avoid inappropriate involvement by Employee and by other athletics staff members, including without limitation, assistant coaches, strength and conditioning coaches, staff members, student-athletes, or others with non-employee "representatives of the institution's athletic interests" as that term is defined in the Governing Athletic Rules, during games, practices, team travel, in the locker room, or as part of recruiting activities. , If Employee is found to be in violation of Governing Athletic Rules while employed by the University, Employee shall be subject to disciplinary or corrective action, including those actions set forth in the provisions of the NCAA enforcement procedures.

(c) University Rules and Mission. Employee agrees to abide by and comply with University Rules. If Employee is found to be in violation of University Rules while employed by the University, Employee shall be subject to disciplinary or corrective action as provided by University policy and the terms of this Contract. Employee recognizes that the primary mission of the University is that of an

institution of higher education, and Employee shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes and promote those efforts. Employee in cooperation with the University's administration shall monitor the academic progress of the student-athletes who participate in the program coached by Employee. Employee recognizes that the goal of the University is for every student-athlete to obtain an undergraduate degree, and Employee agrees to support fully the attainment of that goal. To that end Employee shall use Employee's best efforts to foster awareness by student-athletes of the availability of University resources dealing with student financial aid, academic counseling and advisement, life-skills programs, and other University resources that are available to the general University student population.

(d) General Duties. Employee shall perform to the reasonable satisfaction of the AD the duties and responsibilities of a head coach at a major university that participates at the NCAA Division I level, including, without limitation, planning and supervising practices and games and in-season and off-season training and activities; developing and supervising recruiting plans and strategies; and running a stable and successful program. Employee is responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete successfully against major college competition in a quality program. Employee shall understand and comply with Governing Athletic Rules, applicable law, University Rules, and all University academic standards for student-athletes. Employee also is held directly accountable for general responsibilities relating to the program, such as, without limitation, budget development and planning; administering the approved budget in accordance with University Rules; scheduling; and recruiting, training, supervising, disciplining, and evaluating coaching staff and assistants, including promoting their understanding and compliance with NCAA and other Governing Athletic Rules, University Rules, and all University academic standards for student-athletes; and for performing to the best of Employee's ability those matters reasonably assigned by the AD that are germane to the program and the University's mission and typical of a head coach at a major university that participates at the NCAA Division I level.

(e) Chain of Supervision. Employee recognizes that the President of the University through those who report to him/her is responsible to the University's Board of Trustees for the operation, review, and periodic evaluation of the Department's entire intercollegiate athletics program. Employee further recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by Governing Athletic Rules over every aspect of the operation of the Department. Employee agrees to recognize and respect those relationships and the organizational structure of the University.

(f) Contracts, Hiring & Firing. Employee shall submit all contracts to the Athletic Director for review. Employee does not have signatory authority to bind the University to contract. Employee shall have authority in accordance with University rules, to recommend the selection, employment, and termination of persons who report to Employee. No person shall be employed until the AD first has obtained from the NCAA and SEC a favorable clearance for that person.

Employee shall not personally supplement, directly or indirectly, the salary or compensation of any University employee, and shall not permit, encourage, or condone the soliciting or accepting by any such assistant coach of gifts of cash or of substantial value or accepting hospitality other than reasonable social hospitality from any person, including without limitation, a person who is a "representative of the institution's athletic interests" as that term is defined in Governing Athletic Rules. Subject to budgetary limitations of the University's Athletic Department and to University Rules, and the prior express written approval of the AD, which will not be unreasonably withheld, Employee shall have authority to recommend the selection, employment, and termination of assistant coaches.

(g) Ethics and Legal Compliance. Employee recognizes a personal duty to comply with all provisions of the Alabama Ethics Act, and other legislation, rules, regulations, policies, governing the conduct of Employee with respect to his employment as the Head Coach Men's Basketball.

(h) Employee shall perform such other duties as reasonably assigned by the AD that are germane to Employee's position and the University's mission but shall not assign Employee to any position other than Head Coach Men's Basketball.

2.03 Reporting Relationship. Employee shall report directly to the AD or to such other person as may be designated from time to time by the AD. Employee's job duties and responsibilities may be reviewed and reasonably revised from time to time by the AD.

Article III - Term of Employment

3.01. The term of this Contract shall commence on April 7, 2015, and terminate on April 14, 2021, subject to earlier termination in accordance with the provisions of Article V hereof (the "Term"). To renew or extend the contract Term, the parties agree that they must sign a written agreement to do so; oral agreements to renew or extend are invalid and non-binding. For the purposes of this Contract, a "Contract Year" shall mean a twelve-month period beginning April 15 of one year and ending April 14 of the immediately succeeding year.

Article IV – Compensation

In consideration for the rights and services granted by Employee in this Contract, the University shall pay Employee the annual Base Salary, Talent Fee, expense account, and incentives as specifically set out herein. To the extent required by law or University Rules, compensation from the University is subject to deductions for local, state, and federal taxes, for state retirement, and for any voluntary retirement or other employment benefits which Employee elects to participate in, as well as the terms and conditions of Article V hereof concerning termination of this Contract.

4.01 Base Salary, Talent Fee and Expense Account. Employee shall be paid by the University a Base Salary, Talent Fee and Expense Account as set out below. These sums

are payable in monthly installments by the University to Employee on the last day of each calendar month in accordance with University payroll policies.

Compensation:	Base Salary	Talent Fee	Expense Acct.
April 7, 2015 to April 14, 2015	Prorated	Prorated	Prorated
	\$265,000 /yr	\$2,535,000 / yr	\$12,000/yr
April 15, 2015 to April 14, 2016:	\$265,000	\$2,535,000	\$12,000
April 15, 2016 to April 14, 2017:	\$265,000	\$2,535,000	\$12,000
April 15, 2017 to April 14, 2018:	\$265,000	\$2,535,000	\$12,000
April 15, 2018 to April 14, 2019:	\$265,000	\$2,535,000	\$12,000
April 15, 2019 to April 14, 2020:	\$265,000	\$2,535,000	\$12,000
April 15, 2020 to April 14, 2021:	\$265,000	\$2,535,000	\$12,000

The parties agree to discuss potential extensions or renegotiation of this contract during the months of April and May 2017.

4.02 Employment Benefits. During the Term of this Contract, the University will provide the Employee with the employment benefits described in this Section 4.02 and no others. Employee shall be entitled to the standard University employment benefits, subject to any eligibility requirements, normally provided by the University to its exempt, regular full-time employees, which may include (among other things) group life insurance, long term disability benefits, vacation with pay, individual medical coverage, state teachers' retirement contributions and TIAA/CREF or VALIC contributions (if Employee elects to participate therein), all of which are described in greater detail in the University's Staff Handbook, a copy of which is available on the University's website at <http://hr.ua.edu>. In the event of a conflict between the terms and provisions of this Contract and those of the University's Staff Handbook, the terms and provisions of this Contract shall control and take precedence. If any employment benefit is based in whole or in part upon the salary paid to Employee, any income paid or received by Employee from any outside activities or supplemental compensation (including the aforementioned Talent Fee and Expense Account) shall be included in the computation of that employment benefit only to the extent permitted or required by University Rules, the terms or rules of the plan or program at issue, or by law. In addition, University will provide a \$1,000,000 accidental death and disability insurance policy on Employee payable to Employee's spouse.

4.03 Perquisites/Incentives. While Employee is serving in the Position, the University will provide or arrange for the following perquisites and incentives and no others.

(a) Incentives. As Head Coach, Employee may receive the performance incentives (athletic and academic) as set out herein and no others. Said incentives shall be paid within thirty (30) days after attainment of the goal or official announcement of the honor (but shall be deemed to have been earned and accrued immediately upon their achievement).

(1) Athletics. In recognition of exemplary performance and the additional work that is required for post-season games, UA agrees to the following:

(i) SEC Incentives.

- (a) For winning the regular season SEC Championship (solo or shared) – \$50,000;
- (b) For winning the SEC Championship Tournament – \$50,000;
- (c) For an appearance in the SEC Tournament Championship Game – \$10,000;

For purposes of this section (i) incentives (a) and (b) are cumulative, but incentives (b) and (c) are alternative.

(ii) NCAA Incentives.

- (a) NCAA Tournament participation – \$50,000 for the first two contract years and \$25,000 for each contract year thereafter;
- (b) For each NCAA Tournament win (except with respect to wins in the Final Four) – \$25,000;
- (c) For each NCAA Tournament win in the Final Four semi-finals and finals – \$50,000.

All bonuses in section (ii) are cumulative.

- (iii) SEC Coach of the Year. Named SEC Coach of the Year in the SEC (Coaches or AP Vote; solo or shared) – \$25,000.
- (iv) National Coach of the Year. Named National Coach of the Year (Coaches or AP Vote; solo or shared) – \$50,000

(2) Academics. For each year commencing with the 2015-2016 academic year (Fall and Spring Semesters) that the men's basketball team achieves a graduation rate that equals or exceeds the rates described in subsections (i) and (ii) below, then within thirty (30) days after the date the team's graduation rate for that Contract Year is determined, and on the same date in subsequent years, the University shall pay to Employee the amount listed below. The team graduation rate shall be calculated according to the formula described in annual U.S. Department of Education Integrated Post-Secondary Education Data System Graduation Rate Survey for 4-Year Institutions using data collected and maintained in the University's Office of Academic Records and University Registrar for the cohort that includes only freshmen student-athletes participating in men's basketball who are first-time, full time degree seeking student-athletes who receive athletically-related financial aid in their first year of attendance at the University and who receive their bachelor's or equivalent degree from the University within six years of their entrance into the University, or by August 31 of each year.

- (i) For the twelve-month period immediately preceding 31 August of each year, if the men's basketball team achieves a graduation rate of at least eighty-five (85%) percent; and

(ii) the team's Academic Progress Rate (APR) as calculated by the NCAA is above the NCAA defined cut score.

Employee shall receive an amount equal to \$25,000.

All amounts payable to Employee pursuant to this Section 4.03(a) shall be deemed to have accrued when earned, achieved, or accomplished, regardless of when such amounts are due and payable.

(b) Other Income. Employee shall not seek to earn income from or participate in athletically-related or non-athletically related activities, except as permitted herein.

(1) The following general terms and conditions shall apply to each case in which Employee seeks to or makes arrangements to either to participate in or earn athletically-related income as a result of Employee serving in the Position.

(i) In no event shall Employee accept or receive, directly or indirectly, any monies, benefit, or any other gratuity whatsoever from any person, corporation, representative of the University's athletic interests, university booster club or alumni association, or other benefactor if such action would violate Governing Athletic Rules or law.

(ii) Employee shall obtain the advance written approval of the AD and the President of the University before entering into agreements to earn income from athletically-related or non-University activities, which approval shall not be unreasonably withheld. The University's refusal to approve any such request shall not constitute a breach of this Contract.

(iii) Employee agrees that the University shall have no responsibility or liability for any claims arising from Employee's non-University activities.

(2) Personal Business/Public Speeches. Subject to the provisions of this Contract and the prior written approval of the AD and President (not to be unreasonably withheld), Employee may participate in (a) non-University, non-athletically related outside business activities conducted off campus; and (b) paid or unpaid speaking engagements; each as an individual or through business enterprises owned by Employee, provided the same comply with Governing Athletic Rules and University Rules, and law. When making public appearances and speaking before public gatherings or University-related groups for non-commercial purposes, Employee shall use Employee's best efforts to perform such appearances and speaking activities in a professional way and manner. Employee's non-University, non-athletically related business activities shall not reflect adversely upon the University or interfere with the performance of Employee's duties. Employee may retain any compensation received for such non-commercial speeches and appearances, provided the same is in compliance with Governing Athletic Rules, University Rules, and law.

(3) Athletically-Related Outside Activities.

(i) Athletically-related outside activities include Employee's performance, participation, or appearance, or use of Employee's name or Likeness in promotions, sponsorships, or broadcasts, including without limitation, commercial endorsements; endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or sellers; radio and television programs; media events; public appearances; Internet websites; commercial advertisements; films or video; authoring or co-authoring books or publications that relate to the University or its athletic programs or teams; and any and all other similar activities or enterprises in any and all media, as well as speaking engagements, private sport camps, and personal service contracts (collectively "Commercial Activities"). For the consideration specified herein, which includes a separate Talent Fee, Employee agrees that the University, or a marketing contractor designated by the University either directly or through a University foundation ("Marketing Contractor"), shall have the exclusive right to negotiate, produce, contract for, and develop Commercial Activities that include Employee's services or Likeness, as defined below. Employee agrees to use his best efforts in rendering personal services in connection with the Commercial Activities.

(ii) The University agrees that it and/or its Marketing Contractor will not include Employee's Likeness with any Commercial Activity promoting any person, cause, or entity other than the University and its programs without first informing Employee, and soliciting and accepting his reasonable input in connection thereto.

(iii) The University agrees that it and the Marketing Contractor shall not permit the Commercial Activities to unreasonably interfere with Employee's coaching duties, as determined in the AD's reasonable discretion.

(iv) Should Employee fail or refuse to render such personal services in a reasonably satisfactory and acceptable manner after receiving written notice from the University and such failure or refusal continues for a period of fourteen (14) days after such notice, then the University may cease paying the monthly installments of the Talent Fee until Employee cures such default.

(v) During the Term, Employee agrees to be bound by endorsement contracts entered into by the University or Marketing Contractor with manufacturers, sellers, or vendors of shoes, equipment apparel, and other products.

(vi) During the Term, Employee shall not participate in any conduct or commit any act that would interfere with, hamper, or otherwise make or render Employee less marketable and desirable to sponsors and businesses for purposes of appearing in or participating in Commercial Activities, or interfere with, denigrate, or endorse competing products or sponsors of Commercial Activities of the University.

(vii) Employee's failure or refusal (except when due to sickness, force majeure, or injury) to participate in Commercial Activities (after receipt of written notice thereof and a 14 day period to cure the same) shall constitute a material breach of the Contract.

(viii) In consideration of the Talent Fee, Employee grants to the University and its successors and assigns, including the Marketing Contractor, the right to use without limitation or reservation, Employee's name, biographical material, likeness, recorded voice, endorsement, statements, drawing, picture, or other likeness, or any of them (hereinafter and hereinbefore "Likeness") in connection with any and all Commercial Activities undertaken, produced, negotiated, or developed by the University or Marketing Contractor, in any media, whether in a commercial or entertainment format, including without limitation, radio, television, video, Internet web sites, newspapers, magazines, special features in any media, point-of-sale, outdoor, display, exhibition, and art purposes, in the United States and elsewhere at any time during the Term of this Contract and for a period of six (6) months after the expiration or termination of this Contract. The University or Marketing Contractor shall make reasonable efforts to have all commercials, printed promotional materials, and photographs withdrawn after the aforementioned six (6) month period; however, it is acknowledged that some of such materials may still be and will remain on display or in use in public beyond this period and such remainder shall not be deemed a breach of this Contract. Further, it is acknowledged that the University or its designee may continue to sell and broadcast materials such as highlight films, photos, DVDs, clips, radio recordings, television footage, and other materials of a historic nature commemorating seasons during which Employee was associated with the University. Any and all uses of Employee's Likeness (excluding use for the sole purpose of promoting the basketball program and/or the University's athletic department) shall be subject to his prior, written approval c/o The Legacy Agency, Inc., 1500 Broadway, Suite 2501, New York, NY 10036 (Attn. Jordan Bazant); such approval not to be unreasonably withheld.

(ix) During the Term of this Contract Employee shall not, directly or indirectly (through business enterprises or foundations owned or controlled by Employee or Employee's family), authorize, permit, or grant to any third parties the use of Employee's Likeness, or render personal services, in connection with the advertising, promotion, or endorsement of any products, businesses, or services, or other commercial activity, without the prior specific written consent of the University (not to be unreasonably withheld). Employee agrees to promptly refer all inquiries by third parties regarding Employee's availability or participation in any endorsement or other kind of commercial activity to the University. Employee acknowledges that Employee's failure or refusal to comply with and abide by this subsection shall constitute a material breach of this

Contract. Employee agrees that if Employee is reasonably denied permission by the University to render personal services to a third party, such denial shall not constitute a breach of this Contract.

(x) Employee agrees that Employee shall have no right, title, or interest of any kind or nature whatsoever, including copyright, in or to any commercials, advertisements, radio and television shows, promotional materials, photographs, videotapes, prints, or negatives, or in or to any component part thereof, produced or created pursuant to the exercise of the rights granted hereunder, and the parties agree that all such works shall be works made for hire for purposes of U.S. copyright law. To the extent that any such works are not works made for hire, Employee hereby assigns, conveys, and transfers to the University any and all rights of copyright therein or thereto, and agrees to execute and deliver to the University such instruments reasonably requested by the University in connection therewith. Employee agrees that the University and Marketing Contractor shall have the full and complete right to use, distribute, broadcast, reproduce, rebroadcast, telecast, reprint, copyright, exhibit, and display any such commercials, advertisements, endorsements, and radio and television shows in any manner or fashion in any country or countries during the Term and the immediately following six (6) months. Employee further agrees that the University and Marketing Contractor shall be entitled to retain all revenues from all Commercial Activities.

(xi) Employee hereby warrants that Employee is free from existing personal service or other similar contractual obligations and that Employee has full right and authority to perform all of Employee's obligations hereunder and to grant all rights specified herein without violating the legal or equitable rights of anyone. Employee agrees to indemnify and hold harmless the University, Marketing Contractor, and their foundations, trustees, officers, agents, and employees, against any cost, liability, and expense (including, without limitation, reasonable outside attorneys' fees) incurred by them as a result of breach of this warranty by Employee.

(xii) Employee agrees that Employee shall have no claim for defamation, breach of contract, violation of rights of privacy or publicity, or otherwise against the University, Marketing Contractor, or their foundations, trustees, officers, agents, and employees, or anyone by reason of the use of Employee's Likeness in the exercise of the rights granted hereunder, or by reason of any blurring, distortion, alteration, optical illusion, or use thereof in composite form, whether or not intentional, that may occur in the proper exercise of any of the rights granted hereunder. Employee further agrees at all times to indemnify and hold harmless the University and the University's foundations, trustees, officers, and employees, the Marketing Contractor, the networks, internet websites, and/or stations over which the Commercial Activities may be published, broadcast or telecast, and any periodical or publication or any special

print feature in which Employee's photograph or Likeness appears or in which Employee's services may be used, and any of their licensees, agents, servants, offices, directors, and/or employees, of and from any and all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of any breach by Employee of any warranty or agreement made in this Section; the use of any materials furnished by Employee; any acts done or words spoken by Employee other than those furnished by the University, affiliated foundation, or Marketing Contractor, or its sponsors, in connection with the production, rehearsal, broadcast, or telecast of the Commercial Activities; or any acts done or statements made by Employee which in the University's reasonable opinion might tend to subject the University, Marketing Contractor, their foundations, trustees, officers, employees, and agents, or any of its sponsors to any ridicule, contempt, or scandal.

(xi) The University may, but is not required to do so, release and grant to Employee the right to engage in the Commercial Activities as described in this Section, subject to any limitations contained herein, and to retain the income from such Commercial Activities. In the event the University releases and grants to Employee the right to engage in the Commercial Activities, it is agreed that the University's obligation to pay the Talent Fee shall cease.

(c) Sport Camps. Employee, acting as an individual or as a private legal entity and at Employee's sole cost and expense, may offer private camps or instructional programs using University facilities after first receiving written approval by the AD (not to be unreasonably withheld). It is understood that Employee and any other University employees involved will use personal leave time when preparing for and conducting a private camp (depending upon the amount of time required away from Employee's University job) and that University facilities, equipment, and resources may be used accordingly to the terms and conditions of, and at such reasonable costs as specified in, a separate facility agreement. Such facility agreement must be in writing and signed by both the University and Employee before commencement of the camp. With prior written approval of University's Licensing Director (not to be unreasonably withheld), Employee shall have permission to use the University's trademarks in connection with Employee's private camps. Notwithstanding the foregoing, it is agreed that the University shall have the right to assume from Employee the operation of sport camps and clinics for young people during the off-season. Should the University decide to assume the operation of the sport camps, then Employee agrees to cooperate with the University in the promotion and marketing of such camps and clinics, including the use of Employee's Likeness, and to participate and take an active role in the conduct of such camps and clinics. The University and Employee agree to negotiate in good faith a mutually acceptable payment to Employee for Employee's participation and services in regard to sport camps.

(d) Complimentary Tickets. Employee shall receive annually complimentary tickets to University athletic events in accordance with Athletics Department policy, as the same may be amended from time to time, but in any event, not less than: 6 prime seats for each UA football game along with 2 VIP parking passes; 20 VIP seats for each UA men's basketball game along with 5 VIP parking passes; and 4 seats for each NCAA Division I Men's Final Four basketball event (all sessions).

(e) Use of University Trademarks. Except as permitted herein, Employee may not utilize or authorize third parties to utilize the University's trademarks or logos in connection with any outside activities permitted by this Contract without the express written permission of the AD and the University's Licensing Director. A third party desiring to use the University's trademarks must obtain a license from the University's Licensing Program. In the event Employee, or any entity owned in whole or in part by Employee, receives permission to use the University's trademarks, such permission shall be non-exclusive and non-transferable, and such permission shall expire automatically upon Employee's resignation or termination of this Contract. If approved, Employee shall use the University's trademarks and logos only in a manner that will not cause ridicule or embarrassment to the University or be offensive to standards of good taste as reasonably determined by the University. Employee agrees that all logos, slogans, trademarks, color schemes, trade dress, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletics programs, or which would compete with the University's registered trademarks, that are developed or created by Employee or by others at Employee's direction shall be owned by the University. Employee agrees to execute and deliver to the University such instruments as the University may reasonably request in connection therewith. Employee shall be governed by the patent policy set forth in University regulation and policies.

(f) Athletically-Related Income Reporting.

(1) On or before the date required by Governing Athletic Rules or otherwise established by the President, Employee shall submit to the President for approval through the AD a written request to receive during the calendar year athletically-related income and benefits from sources outside the University which lists the sources and estimated income amounts and shall prepare and deliver an accurate, detailed written statement of all athletically-related income and benefits received by Employee from sources outside the University during the prior calendar year. Such request may be amended from time to time subsequent to February 1, if additional information becomes known.

(2) For the purposes of this subsection (f), sources of outside income and benefits include, without limitation, income from any approved Commercial Activities, private sports camps or clinics, personal services contracts, television and radio programs, books and other publications, housing benefits, country club memberships, and complimentary ticket sales. Employee agrees that the University shall have reasonable access, upon advance written notice and at a mutually agreed upon time, to such records

of Employee and Employee's businesses as are necessary to verify such report. Nothing in this subsection shall allow Employee to receive income otherwise prohibited by the Contract or otherwise the property of the University.

(g) Athletic Apparel. Effective July 1, 2015, the University shall provide to Employee for personal use athletic shoes and apparel in such amounts as may be determined by the Athletic Director, but no less than \$5000.00 (from UA's current shoe/apparel partner [currently, Nike, Inc.]).

(h) Automobile. While the Athletic Department's loaned vehicle program remains in effect, the University annually will provide or make arrangements for Employee to have on a loan basis two (2) automobiles for business and personal use; or provide a monthly stipend of \$1200 in lieu of same. The University agrees to pay all operating expenses and to provide liability insurance coverage for those vehicle operators deemed insurable based upon good driving record standards by the University's insurance carrier and collision and comprehensive automobile insurance coverage on the loaned vehicle. Employee agrees to comply with all reasonable requirements that the University's insurance carrier may impose or require as a condition of driving a University loaned vehicle. In the event the University's fleet vehicle insurance policy does not cover the loaned vehicle, then the University shall either purchase replacement coverage provided the vehicle operators are deemed insurable at regular rates based upon good driving record standards by the insurance carrier or reimburse Employee for the cost of obtaining similar insurance coverage. Employee shall be responsible for paying for any uninsured loss, damage, or repair to the loaned vehicle (normal wear and tear excluded). Employee will comply with all requirements of the University related to tax reporting of said automobiles; in the event that Employee fails to comply with such requirements, this paragraph shall be null and void and University may revoke Employee's privilege of automobiles or stipend.

(i) Country Club Privileges. The University will provide or make arrangement for Employee's use of membership privileges at a mutually agreed upon golf or country club which is located within Tuscaloosa County, Alabama. The University shall pay the monthly membership dues, initiation dues (if any), and assessments. Employee shall be responsible for payment of all personal expenses and costs associated with the use of such membership, such as personal food and beverage charges.

(j) Moving/Temporary Living Expenses. The University agrees to pay for or to reimburse Employee for the actual and necessary moving expenses incurred by Employee in moving Employee's household goods, vehicles, and individual personal effects, (but excluding the cost of moving or transporting pets or animals,) from Employee's current residence to the Tuscaloosa area. Unless otherwise agreed, Employee agrees to use the University's designated moving company. To aid Employee in relocating to Tuscaloosa, the University shall make arrangements for reasonable temporary housing at a location of the University's reasonable choosing for a period not to exceed one hundred twenty (120) days for Employee and Employee's family. The University will pay reasonable expenses for two trips for Employee's spouse to travel from Dallas, Texas, to Tuscaloosa, Alabama, for the purpose of finding housing and making other arrangements for relocating.

(k) Cell Phone Stipend. University will provide Employee with a cell phone stipend of \$225.00 per month per departmental policy for Head Coaches.

Article V – Termination

5.01 (a) Termination for Death or Disability. This Contract shall terminate automatically upon the death of Employee. If this Contract terminates because of Employee's death, Employee's annual Base Salary, Talent Fee, and all other forms of compensation, perquisites, and benefits shall terminate as of the final day of the calendar month in which death occurs, except that Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to Employee thereunder.

If Employee becomes sick or injured so Employee is limited from performing the essential and substantial duties of Employee's Position, then Employee may become entitled to long term disability benefits under the University's long term disability benefit program. Upon the date of Employee's approval for long term disability payments as provided for in the University's long term disability benefit program, this Contract shall terminate and all compensation, perquisites, and benefits provided by the University under this Contract, including Article IV hereof, shall cease, except for such long term disability benefits which Employee is entitled to receive pursuant to the University's long term disability benefit program.

If Employee becomes sick or injured so Employee is limited from performing the essential and substantial duties of Employee's Position, but Employee is denied long term disability insurance benefits under the University's long term disability benefit program, then in such event, upon written notice to Employee, this Contract shall terminate on that date such benefits are denied and all compensation, perquisites, and benefits provided for in Article IV and other provisions of the Contract shall cease; but Employee shall receive from the University monthly disability payments in an amount equal to one-twelfth (1/12) of sixty-six and two-thirds (66 2/3%) percent of Employee's current annual base salary which shall be paid on the last day of each month for a period of one (1) year from the Contract termination date, at the end of which time such disability payments shall cease.==

(b) Termination for Cause. The University shall have the right to terminate this Contract for cause prior to its expiration, and such right of termination shall exist notwithstanding any rights available to University under Section 5.01(d) hereof. In addition to the examples listed in the University's Staff Handbook, the term "for cause" shall include, without limitation, any one or more of the following:

(1) Neglect or inattention by Employee of the standards, duties, or responsibilities expected of University employees, including those assigned to or required of Employee by Article II of this Contract after written notice thereof has been given to Employee by the AD, and Employee has continued such neglect or inattention during a subsequent period of not less than thirty (30) days; or

(2) Material intentional, reckless, or repetitive breach or violation by Employee of this Contract, including without limitation, Article II hereof, Governing Athletic Rules or University Rules; or

(3) Conviction of Employee of any criminal violation (excluding minor traffic offenses or non-criminal offenses); or

(4) Fraud or dishonesty of Employee in the performance of Employee's duties or responsibilities hereunder; or

(5) (a) Repeated failure by Employee, following a specific request, to respond promptly, accurately, and fully to any reasonable request or inquiry by the University relating to Employee's performance of Employee's duties and responsibilities hereunder; or (b) Failure by Employee, following a specific request, to respond promptly, accurately and fully to any reasonable request or inquiry concerning compliance with Governing Athletic Rules, University Rules, or law; or

(6) Actively engaging in any conduct or committing any act that brings Employee and/or the University into public disrepute, contempt, embarrassment, scandal, or ridicule, and that negatively impacts the reputation or the high moral or ethical standards of the University of Alabama; or

(7) (a) Conduct of Employee constituting a Level I or Level II violation, or a pattern of conduct which may constitute or lead to a Level I or Level II violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which may result in the University being placed on probation by the NCAA or SEC; or (b) conduct by others under Employee's supervision or subject to Employee's control or authority, constituting a Level I or Level II violation, or a pattern of conduct which may constitute or lead to a Level I or Level II violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof of which Employee had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletic program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC; or

(8) Subject to any right of administrative appeal permitted or granted to Employee by such entities, the making or rendition of a finding or determination by the NCAA or SEC, or any commission, council, panel, or tribunal of the same, or a successor, that conduct by Employee or others under Employee's supervision or subject to Employee's control or authority, constitutes a Level I or Level II violation, or a pattern of conduct which may constitute or lead to a Level I or Level II violation, of any Governing Athletic Rules. It is recognized that this subsection encompasses findings or determinations of violations during employment of Employee at the University or while employed at any other institution of higher education; or

(9) Failure by Employee to report immediately to the AD and/or Associate Athletic Director for Compliance any violations of NCAA or other Governing Athletic Rules or University Rules by Employee or by coaching, athletic, or other staff, student-athletes, or other persons under Employee's control or authority; that become known to Employee; or

(10) Conduct of Employee seriously prejudicial to the best interests of the University or its athletics program or which violates the University's mission; or

(11) Non-incidental fraud or dishonesty of Employee in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept, or maintained by the

University Rules, Governing Athletic Rules, or law, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coaches, staff, student-athletes, or other persons under Employee's control or authority; or

(12) Counseling or instructing by Employee of any coach, staff, student, or other person under Employee's control or authority to fail or refuse to respond accurately and fully within a reasonable time to any reasonable inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletic programs of the University or other institution of higher education, or which shall be required by law, Governing Athletic Rules, or University Rules; or

(13) Soliciting, placing, or accepting by Employee of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means or method, or permitting, encouraging, or condoning such acts by any coach, staff, student-athletes, or any other person; or

(14) Furnishing by Employee of information or data relating in any manner to any sport, athletic program, or student-athlete, to any individual known to Employee to be or whom Employee should reasonably know to be a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons; or

(15) Use or consumption by Employee of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such a degree and for such appreciable period as to impair significantly or materially Employee's ability to perform Employee's duties and responsibilities hereunder; or

(16) (a) Sale, use, or possession by Employee of any narcotics, drugs, or controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law or Governing Athletic Rules; or

(b) Permitting, encouraging, or condoning, either through intentional, reckless, wanton, or negligent action, by Employee of the sale, use, or possession by any coach, staff, student-athlete, or other person, of any narcotics, drugs, controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law or by Governing Athletic Rules.

In the event this Contract is terminated for cause in accordance with the provisions of Section 5.01(b) hereof, then effective as of the termination date Employee shall not be entitled to receive any further payments of Base Salary, Talent Fee, or any other sum, compensation, incentive, perquisite, or benefit otherwise payable under Article IV hereof, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law, and subject to any deductions permitted by subsection 5.01(i), Employee will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of this Contract (which will be deemed to include any payments detailed in Section 4.03(a) that accrued prior to the effective date of termination,).

(c) Determination of Cause and Employee's Right to Hearing. Except in those extraordinary circumstances in which a pre-termination hearing would result in damage to the University, be detrimental to the University's interests or would result in injury to Employee, to another employee or student of the University, or to the general public, "for cause" sufficient to satisfy the provisions of Section 5.01(b) hereof shall be determined by the University's President or his/her designee at the pre-termination hearing held for such purpose after fourteen (14) days' prior written notice to Employee, which notice shall include a statement of the charges against Employee. The hearing shall consist of an explanation of the University's evidence and an opportunity for Employee to present Employee's side of the story and shall include the right to have an attorney present to advise Employee, but not to actively participate in the proceedings. The decision of the University's President or his/her designee at such hearing shall be final

(d) Termination Without Cause. The University and Employee each shall have the right at any time to terminate this Contract without cause and for convenience prior to the end of its Term. Termination without cause by the terminating party shall be effectuated by delivering to the non-terminating party written notice of the intent to terminate this Contract without cause, which notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by the non-terminating party.

(1) If the University terminates this Contract without cause pursuant to this Section 5.01(d), then the Employee shall be entitled to damages only as provided for in Section 5.01(e)(1) below, and Employee shall not be entitled to receive any further payments of base salary, talent fee, or any other sum, compensation, perquisite, or benefit otherwise payable under this Contract, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law or by University Rules and subject to any deductions permitted by Section 5.01(i), Employee will be paid any earned outstanding payments owed by the University as of the effective termination date pursuant to the terms of this Contract (which will be deemed to include any payments detailed in Section 4.03(a) that accrued prior to the effective date of termination,). The parties agree that if this Contract is terminated without cause, then Employee shall not be entitled to any hearing.

(2) If Employee terminates this Contract without cause pursuant to this Section 5.01(d), then all compensation, perquisites, and benefits described in Article IV hereof and all other obligations owed by the University to Employee under this Contract will cease as of the termination date. Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted either by law or by University Rules. Employee will be also paid any earned outstanding payments owed by the University as of the effective termination date pursuant to the terms of this Contract (which will be deemed to include any payments detailed in Section 4.03(a) that accrued prior to the effective date of termination,). The parties also agree that if Employee accepts a job with another employer while this Contract is in effect, then Employee's acceptance of such job shall constitute a termination without cause of this Contract by Employee. If Employee terminates this Contract without cause,

Employee shall owe the University those amounts provided for in section 5.01(e)(2) below.

(e) Liquidated Damages.

(1) If the University terminates this Contract without cause prior to the end of its term as permitted by Section 5.01(d)(1) hereof, the University shall pay, and Employee agrees to accept, as liquidated damages, the following amounts:

April 15, 2016 – April 14, 2017:	\$7,000,000
April 15, 2017 – April 14, 2018:	\$5,000,000
April 15, 2018 – April 14, 2019:	\$4,000,000
April 15, 2019 – April 14, 2020:	\$3,000,000
April 15, 2020 – April 14, 2021:	\$1,000,000

The liquidated damages amount shall be paid in monthly installments commencing on the last day of the month in which the termination date occurs and continuing on the last day of each succeeding month until the end of the Contract Term as specified in Section 3.01 (as if it naturally expired). To the extent required by law, the liquidated damages amount shall be subject to deductions for state and federal taxes. The monthly liquidated damages payments by the University shall cease as specified in Section 5.01(h) hereof. The Employee will be entitled to continue such insurance benefits at Employee's own expense as required or permitted either by law or by University Rules, but Employee will not otherwise be entitled to any additional compensation or employment or other benefit described in Article IV hereof.

(2) In the event that Employee terminates his contract without cause prior to expiration, and Employee subsequently accepts in the field of amateur, collegiate or professional sports a coaching, administrative, management or broadcasting position, Employee shall pay to University a buyout amount corresponding to the date of termination as follows:

April 15, 2016 – April 14, 2017:	\$3,500,000
April 15, 2017 – April 14, 2018:	\$2,750,000
April 15, 2018 – April 14, 2019:	\$2,000,000
April 15, 2019 – April 14, 2020:	\$1,500,000
April 15, 2020 – April 14, 2021:	\$1,000,000

Employee shall be permitted to pay such buyout amount any time within a period of one year from the date of termination of his contract.

(3) The parties have bargained for and agreed to the foregoing liquidated damages provisions giving consideration to the fact that termination of this Contract by the University without cause prior to its expiration may cause the Employee to lose certain benefits and incentives,

supplemental compensation, or other athletically-related compensation associated with Employee's employment at the University; and the termination of the Contract without cause by the Employee prior to its expiration may cause the University to lose certain opportunities with regard to the men's basketball program and incur additional expenses related to the program, all of which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of liquidated damages described above by a party and acceptance thereof by the other party shall constitute adequate and reasonable compensation to the party for the damages and injuries suffered by that party because of such termination without cause. The foregoing shall not be, nor be construed to be, a penalty.

(f) Waiver of Claims. In any instance of suspension of Employee pursuant to Section 5.01(g) or the termination of the Contract pursuant to Sections 5.01(a), 5.01(b), 5.01(d)(1), or 5.01(i), except as provided for herein, the University shall have no liability whatsoever to Employee, nor shall Employee be entitled to receive, and Employee hereby waives any claim that Employee or Employee's personal representatives may have against the University or the University's trustees, foundations, officers, employees, or agents, for any direct or consequential damages by reason of any alleged economic loss, including, but without limitation, loss of collateral income, talent fees, earning capacity, business opportunities, incentive and supplemental income, benefits, or perquisites, including those described in Sections 4.02 and 4.03 hereof, or Commercial Activities income or fees or by reason of alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Employee acknowledges that in the event of the termination of this Contract for cause, without cause, or otherwise, Employee shall have no right to occupy Employee's Initial Position, or then current position, at the University, and Employee's sole remedies are provided for herein and shall not extend to injunctive relief. The University agrees that in the event Employee terminates this Agreement pursuant to Section 5.01(d), the liquidated damages payable by Employee shall be the sole and exclusive remedy of the University.

(g) Suspension for Cause. In lieu of termination for cause, for any one or more of the acts or omissions representing grounds for termination for cause under Section 5.01(b), the University may suspend Employee for a period not to exceed ninety (90) days with full pay or without pay. If the matter giving rise to a suspension without pay is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination hereunder for cause, University shall pay to Employee the amount that otherwise would have been paid to Employee during the period of suspension. Suspension under this Section 5.01(g) shall not limit or prevent the right of the University to act pursuant to Sections 5.01(b) or 5.01(d)(1) during or subsequent to such suspension.

(h) Mitigation of Liquidated Damages. While the University's obligation to pay liquidated damages remains in effect, the Employee agrees to mitigate the University's obligation to pay liquidated damages as follows: the University's obligation to pay such liquidated damages shall be reduced by the income actually received by Employee during the Term (as if it naturally expired) in the field of amateur, collegiate or professional sports in a

coaching, administrative, management or broadcasting position (hereafter referred to as a "New Position"). The liquidated damages paid by the University shall be offset or reduced on a monthly basis by the compensation paid to or controlled by Employee as a result of Employee's employment in each New Position held by Employee while the University's obligation to pay liquidated damages remains in effect. For purposes of the preceding sentence, compensation shall mean, without limitation, from Employee's new employer, or a related or affiliated corporation, company or other entity that supports the new employer, (i) base salary, wages, incentive payments, bonuses, supplemental pay, or other compensation of any kind whatsoever; (ii) honoraria; (iii) all income and fees received by Employee as an independent contractor, consultant or self-employed person; (iv) all income and fees received by Employee from Employee's participation in or performance of activities similar to the Commercial Activities specified hereunder; (v) other income arising out of, relating to, or associated with Employee's employment in a New Position; and (vi) Deferred Compensation. Deferred Compensation shall mean any and all salary, incentive payments, bonuses, supplemental pay, annuities, insurance premiums, or other compensation of any kind whatsoever that prior to the end of the End Date of Term of the Contract, or any extensions thereto, Employee's then employer, or a related or affiliated corporation, company, or other entity that supports the employer's athletics program, becomes contractually obligated to pay, agrees to pay then or in the future, or does pay. The amount of Deferred Compensation that shall be credited monthly against the monthly liquidated damages payments shall equal the total of Deferred Compensation divided by the number of months in the period between the last day of the month in which the termination date occurs and the date the Contract term would have ended as specified above, or pursuant to any amendment. Employee agrees to notify the University within fourteen (14) days of the date Employee accepts a New Position, and the complete details of the employment including all compensation associated therewith. Should Employee fail or refuse to provide such information the University's obligation to pay liquidated damages shall cease. In addition to the foregoing, the University's obligation to pay to Employee liquidated damages shall cease and be extinguished in the event of Employee's death or disability. For purposes of this subsection, employment means working as an employee, independent contractor, consultant, or self-employed person.

(i) Deduction of Amounts Owed to University. Upon the expiration or earlier termination of this Contract for any reason whatsoever, Employee agrees that the University shall be entitled and authorized to withhold and deduct from any final payment of any kind that is owed to Employee by the University the amount of any unreturned recruiting advances, or other funds previously advanced to Employee by the University or a University Supporting Foundation for Employee's business use, or the amount of any other indebtedness owed to the University by Employee. (j) Confidential Information. Employee acknowledges that, during the term of employment by the University, Employee will gain "Confidential Information," as defined herein, concerning the University's athletic program and that the use of this "Confidential Information" by a competitor Division I institution would place the University's athletic program at a serious competitive disadvantage. Accordingly, Employee expressly promises and agrees not to share any "Confidential Information," with any other Division I school in any capacity prior to the date on which the term of this Contract would have expired. Employee further agrees that, because Employee's services under this Contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to the University of

which cannot be reasonably or adequately compensated in damages in a action at law, and because said breach would place the University at significant competitive disadvantage, the University shall have the right to seek from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Employee from sharing any "Confidential Information" with any Division I school. For the purposes of this clause, "Confidential Information" means proprietary information disclosed to, acquired or learned by Employee as a consequence of Employee's employment by the University. "Confidential Information" includes, without limitation, information which is generally treated by the University as confidential; information generally treated by other Division I competing institutions as confidential; information generally not known by other Division I competing programs about the business of the University or the University's program; all information of the foregoing type relating to any recruits, players, employees, officers, or supporters, of the University; and all physical or electronic embodiments of any of the foregoing. "Confidential Information" also includes, without limitation, the whole or any part or phase of any information process, procedure, plan, equipment, mechanism, technique, method or system, if any, which is used by the University, or those of its employees to whom it has been confided, and which is believed or intended to give the University any advantage over competitors who do not know or use it. Notwithstanding the foregoing, Confidential Information does not include Employee's personal notes, files, and the like containing player and/or recruiting rankings, and the like; nor does it include Employee's basketball-related plays, practice plans, training plans, or the like.

Article VI - Prospective Employment

6.01 During the Term hereof, should Employee become interested in employment with any other NCAA Division I institution (including any college or university, or any professional basketball organization or team, or sports broadcasting entity, or should any such institution or organization contact Employee about possible employment, then prior to Employee (including his agent) entering into substantive conversations with said institution or organization, Employee must first notify the AD thereof contact.

Article VII – Academics

7.01 It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons because the University believes the student-athlete would not be an appropriate representative of this University, as a disciplinary sanction under the University's student code of conduct, because the University believes that the student-athlete is ineligible according to Governing Athletic Rules, University Rules, or for similar reasons. In no event shall such an action by the University be deemed a breach of this Contract.

Article VIII – Miscellaneous

8.01 The parties hereby confirm their understanding that Employee's employment in the Position or any subsequent position is a non-tenure track position and will not lead to tenure.

8.02 This Contract may be amended at any time only by a written instrument duly signed by the University through its designated representative and by Employee.

8.03 This Contract shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles. Any claim for damages against University under the terms and condition of this Contract must be pursued through the Alabama State Board of Adjustment.

8.04 Employee's rights and interests under this Contract may not be assigned, pledged, or encumbered by Employee.

8.05 This Contract constitutes the full and complete understanding and agreement of the parties with respect to the employment of Employee by the University and supersedes all prior understandings and agreements, oral or written, regarding Employee's employment by the University.

8.06 No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this Contract shall be deemed to be a waiver of any other default or breach of the same or of any other covenant, term, or condition contained therein.

8.07 Each party acknowledges that he/it has read and understands the foregoing provisions of this Contract and that such provisions are reasonable and enforceable, and each party agrees to abide by this Contract and the terms and conditions set forth herein.

8.08 It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

8.09 All notices, requests, demands, and other communications hereunder may be given by telephone, unless specified otherwise, which shall be effective when received verbally or may be in writing (including, but not limited to, facsimile/telecopied communications) and shall be given by (1) personal delivery, (2) delivery via expedited delivery or mail service such as Federal Express, (3) United States mail, with first class postage prepaid, or (4) facsimile/telecopier. Notices shall be deemed to have been given either when hand delivered to the addressee or on the earlier of the day actually received or on the close of business on the 5th business day following the day when deposited in the United States mail, first class postage pre-paid, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to Employee:

c/o Jordan Bazant
The Legacy Agency
1500 Broadway, Suite 2501
New York, NY 10036

If to the University:

Athletic Director
The University of Alabama
Box 870323
Tuscaloosa, Alabama 35487-0323

8.10 All Confidential Information is and shall remain the sole property of the University. Within thirty (30) days of the expiration or earlier termination of this Contract, Employee shall deliver to the University any such materials as well as all loaned vehicles and all University-owned equipment, keys, credit cards, cellular telephones, pagers, laptop computers, and other property in Employee's possession or control. Employee shall further return to the University any advanced recruiting funds or other similar funds previously advanced to Employee by the University or a University supporting foundation for Employee's business use.

8.11 The invalidity or unenforceability of any provision of this Contract has no effect on the validity or enforceability of any other provisions. It is the desire of the parties hereto that a court judicially revise any unenforceable provisions to the extent required to make them enforceable.

8.12 The section and paragraph headings contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Contract.

8.13 The parties agree that the effective date of this Contract is April 7, 2015, even if the Contract's execution date is subsequent thereto.


8.14 Any compensation under this Agreement that is subject to Internal Revenue Code Section 409A is intended to comply with such Section 409A and the interpretive guidance thereunder, and this Contract shall be construed, interpreted, and administered accordingly.

8.15 Neither party shall be liable for any failure perform hereunder due to force majeure or any other cause beyond that party's reasonable control.

THE BOARD OF TRUSTEES OF THE UNIVERSITY
OF ALABAMA, a public corporation

By: _____
Judy Bonner, President

Date: _____



Avery Johnson

Date: 5-16-15

APPROVED:

Director of Athletics

Exhibit A
Head Coach
Job Specific Duties and Responsibilities

Job specific duties and responsibilities for the position of Head Coach include, without limitation, the following:

1. Evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete successfully against major college competition in a quality athletic program.

2. Such other duties as assigned by the AD that are germane to the Employee's position and the University's mission.

3. Other general duties as set out in the Employee's Contract, including duties to understand and comply with all Governing Athletic Rules and University Rules.