

**THE PENNSYLVANIA STATE UNIVERSITY
Intercollegiate Athletics**

FOOTBALL CONTRACT

This agreement made this 10 day of October, 2014, by and between The Pennsylvania State University, Department of Intercollegiate Athletics (Penn State), located at University Park, Pennsylvania

AND

Appalachian State University, located in Boone, North Carolina

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. PURPOSE. The purpose of this agreement is to set forth the arrangements and conditions under which Penn State (the "Home School") and Appalachian State University (the "Visiting School") will meet in football.

2. EVENT(S). Each party shall cause its varsity football team to participate in a football game (hereinafter the "game") in accordance with the terms of this agreement. The game shall be played on the date and at the locations as set forth below:

<u>DATE</u>	<u>PLACE</u>	<u>STARTING TIME</u>
9/1/2018	PENN STATE UNIVERSITY	TBD

3. RULES. The games shall be governed by the rules and regulations of the National Collegiate Athletic Association (NCAA), the Big Ten Conference, the Visiting School's Conference and the institutional rules of the Home School and Visiting School, as in effect at the time of the game.

4. ELIGIBILITY OF TEAM MEMBERS. The eligibility of each team member to participate in the games shall be governed by the rules and regulations of the NCAA, the Big Ten Conference, the Visiting School's Conference, and the institutional rules of the Home School and the Visiting School, as in effect at the time of the game.

5. OFFICIALS. The officials for the game shall be a solid crew assigned by the Big Ten Conference.

6. GAME EXPENSES. The Home School shall manage the games and shall be responsible for arranging and conducting the ticket sales, advertising and other details attendant upon such games and shall pay all expenses except the expenses of the Visiting School.

7. COMPENSATION TO VISITING SCHOOL. The Home School shall compensate the Visiting School with a flat guarantee as follows:

<u>Year</u>	<u>Guarantee</u>
2018	\$1,200,000

8. ALLOCATION OF TICKETS

- (A) Ticket prices shall be set by the Home School.
- (B) The Visiting School shall receive 300 complimentary tickets.
- (C) Bands, Cheerleaders, and mascots shall be admitted without charge when in uniform. Bands of the Visiting School shall be seated at field level and/or not in a priced seating area.
- (D) The Visiting School shall have the option of purchasing up to 3,000 tickets from the Home School. Upon execution of this agreement, the parties will exchange stadium seating charts indicating the location of the Visiting School's allocation of seats. The Home School will use its best effort to provide a contiguous set of seats for the Visiting School.
- (E) No tickets shall be required for (I) media; (II) game stadium workers; and (III) concession workers.

9. UNSOLD TICKETS. The Visiting School shall return all unsold tickets to the Home School three weeks prior to the game date to insure their sale. In the event the Visiting School fails to return any tickets before the deadline set forth in this paragraph, the Visiting School will not receive a refund or reimbursement for those late returns. In no case shall more than 50 tickets be returned later than 48 hours prior to the game time and no more than 20 tickets shall be returned later than the day of the game.

10. BENCH AREA PASSES. The Visiting School shall be allowed 60 bench area passes per game. These shall be in addition to complimentary tickets, game personnel, bands, cheerleaders, and mascots.

11. RADIO

- (A) The Visiting School shall have the right to designate a single station or a single network (one origination) to carry a live broadcast of the game without paying a rights fee to the Home

School. The Visiting School shall retain all revenues derived from the foregoing origination. The Home School shall provide press box broadcast facilities for the Visiting School and shall not be required to make any alteration to existing facilities. The Visiting School shall be responsible for arranging and paying for telephone and broadcast lines necessary for its radio broadcast.

- (B) The Home School retains authority to make arrangements for all other live radio broadcasts of the game and to retain the entire revenue derived therefrom.

12. TELEVISION. The Visiting School acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed [including highlights], throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) Penn State home football games and certain games played at a neutral site have been assigned by Penn State to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) Penn State has no ability to grant (non-conference school) any rights for the telecast or distribution of games played pursuant to this Agreement in which Penn State is the home football team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Penn State is the home team or of games played pursuant to this Agreement at certain neutral sites.

13. USE OF GAME VIDEO. The Visiting School shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the visiting team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its football team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the visiting team to produce such films and/or videotapes. Any other usage by the visiting team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and the Visiting School.

14. PROGRAMS. The Visiting School shall be furnished 75 free programs for each game to be delivered to its dressing room at least one hour before game time.

15. CONCESSIONS, PARKING, & PROGRAM INCOME. The Home School shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions, and parking shall be the sole property of the Home School.

16. SETTLEMENT. Excepting any payment due under paragraph 23 of this Agreement, payments due under this agreement shall be made within 60 days after the day of each game.

17. ARRIVAL OF TEAMS. The teams shall present themselves at the game site in condition to play at least 30 minutes before the time advertised as the starting time of each game.

18. EMERGENCY MEDICAL CARE. The Home School shall have a medical doctor and an ambulance at the game site throughout the period of each game.

19. PAYMENT OF ASSESSMENTS. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body, including any taxing authorities.

20. SPONSORS. The Visiting School recognizes that the Home School has exclusive agreements with certain corporate sponsors which may prevent the Visiting School from bringing certain products or items into the Home School's football stadium. The Visiting School agrees to consult with the Home School before the game to ensure that the Visiting School does not bring products or items into the Home School's football stadium that violate the Home School's corporate sponsor agreements.

21. IMPOSSIBILITY. If it becomes impossible to play any game for reasons of power failure, strikes, severe weather conditions, riots, wars, or other unforeseen catastrophes or disasters beyond the control of either party, that game shall be canceled, and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding condition, any financial obligations incurred by either party for promotion of the canceled game shall be shared equally. Cancellation of a game under this paragraph shall not be deemed a breach of the contract. Notice of such a catastrophe or disaster shall be given as soon as possible. No such cancellation or disaster shall affect the parties' obligations as to subsequent games covered by this agreement. The punishment or sanctioning of either party by the NCAA or its member conference shall not be considered "beyond the control of either party" and shall not relieve the sanctioned party of its obligations hereunder, including all financial obligations.

22. CONFERENCE COMMITMENTS. In the event any game to be played hereunder is canceled or rescheduled as a result of a change in the scheduling requirements of either party's member conference, neither party shall be responsible to the other for any loss or damage resulting from such change. For purposes of this paragraph, a change in scheduling requirements shall include, without limitation, changes in the number of conference games to be played, changes resulting from the addition or subtraction of conference members, or any other changes in conference schedules.

23. BREACH OF CONTRACT. In the event either party to this Contract fails to comply with any of the material terms and conditions of this Contract or unilaterally cancels the Contract for any reason except as set forth in Paragraph 22 (the "Defaulting Party"), the Defaulting Party hereby agrees to pay the other party an amount equal to the guarantee set forth above in paragraph 7. Such payment shall be due regardless of whether the non-defaulting party is able to find a replacement opponent to play on the date(s) which the game(s) were to be played by the parties to this Contract. If the cancellation of the Contract is by the mutual consent of the parties, or the game(s) to be played is/are rescheduled for a later date with the mutual consent of both parties, no payment will be due and owing from either party under this paragraph.

24. INDEMNIFICATION. Each party agrees to indemnify, defend and hold harmless the other, from and against any and all claims, demands, costs (including attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of that party, or its employees, agents and assigns.

25. TERMINATION. This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:

(A) Failure of a party to perform any of its obligations under this contract and the continuance of such failure for a period of thirty (30) days after written notice of such failure;

(B) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA.

26. ENFORCEABILITY. If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any application of such provision shall not be affected.

27. WAIVER. No failure by either party to insist upon the strict performance by the other of any term or condition of this agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.

28. CHOICE OF LAW. This agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of its place of execution. Any legal action arising under this agreement shall be brought in a court of competent jurisdiction in the County of Centre in the Commonwealth of Pennsylvania.

29. AUTHORIZATIONS. The persons executing this agreement on behalf of their respective institutions represents and agrees that they are duly authorized to do so.

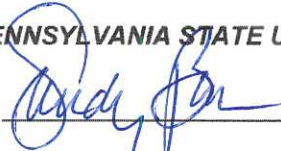
30. ASSIGNMENT. This agreement may not be assigned by either party without the written consent of the non-assigning party.

31. INTEGRATION. This contract is the total agreement between the two parties. Any additions or modifications must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this agreement, the day, month and year first above written.

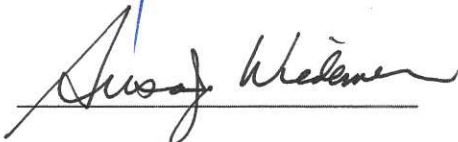
THE PENNSYLVANIA STATE UNIVERSITY

By:



Director of Athletics

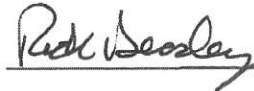
By:



Assistant Treasurer

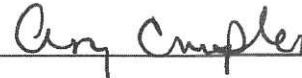
APPALACHIAN STATE UNIVERSITY

By:



Director of Athletics

By:



SVP – Finance & Administration

Date: OCT 14 2014

Date: 10/10/2014