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University of South Alabama Football Game Contract

This agreement is made and entered into this ____ day of _____ , 20 ____ , by and between **University of South Alabama** and to establish the terms and conditions for intercollegiate competition in the sport of football.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The varsity football teams representing the above-named institutions agree to participate in a game of football with the following dates at the locations specified (each a "Game," and collectively, the "Games"):

Year	Date	Time	Home Institution	Game Site
____	_____	_____	_____	_____
____	_____	_____	_____	_____

2. **Rules of the Games and Eligibility:**
The Games, including eligibility of all players to participate in said Games, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the intercollegiate athletic conference(s) of the two institutions, and the institutional rules of each school.

3. **Guarantee:**
The home institution for each Game agrees to pay a guaranteed sum to the visiting institution of $_____ for its participation in said game. Any such payment due shall be made as soon as possible after each Game, but in no event later than sixty (60) days after the end of the Game.

4. **Violation of Agreement**:
The parties agree that in the event either institution fails to produce its team and play the Games on said dates at the agreed upon sites or violates any clause of this agreement without the express permission of the other party, actual damages would be of an amount that would be uncertain. Consequently, except under conditions described in paragraph 5 (Force Majeure) or in paragraph 6 (Change of Circumstances) of this agreement, any party failing to comply with the terms and conditions of any portion of this agreement shall pay to the other party liquidated damages in the sum of $_____ within one month of the date on which the breach of contract occurs. If cancellation or lack of compliance with any provision of this agreement is by mutual consent, said consent must be in writing, signed by both parties.

5. **Force Majeure:**
In the event that a Game becomes impossible to play for reasons of power failure, strikes, epidemic or pandemic, severe weather conditions, riots, war, or other unforeseen circumstances beyond the control of either party, both parties would be relieved of any and all responsibilities under this agreement.

6. **Change of Circumstance:**

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The parties acknowledge that they have entered into this agreement taking into consideration their existing athletic conference membership, applicable athletic conference rules and policies, and NCAA rules and regulations as of the date of this agreement. The Parties agree that in the event that any substantial change in their existing athletic conference membership, applicable athletic conference rules and policies, or NCAA rules and regulations, including, without limitation, a conference rule increasing the number of mandatory conference games or divisional matchups, would cause serious prejudice to a Party if the Party were to comply with this agreement, the Parties shall at the written request of the concerned Party immediately consult with one another in a spirit of mutual understanding and cooperation on a mutually acceptable alternative arrangement in view of the change of circumstances. Such good faith negotiations will not be used to modify the overall economic aspects of this agreement. In the event the Parties are unable to reach a mutually acceptable alternative arrangement within 60 days of the date of the written request, the concerned Party may terminate the agreement without liability or penalty

7. **Officials:**

Officials for each Game shall be assigned by the visiting institution's conference office with all expenses borne by the visiting institution.

8. **Tickets**:

Ticket prices for each Game shall be set by the home institution. An attached seating chart will detail the location of the visiting institution's complimentary tickets.

A. The visiting institution shall be allowed _____ complimentary tickets to the Game played at the home institution's Game Site.

B. The visiting institution will be allotted up to an additional _____ tickets for sale to its followers in the customary visiting institution location at the Game Site. It is the responsibility of the visiting institution to sell these consignment tickets through the visiting institution ticket office. The visiting institution may request fewer tickets than the amount available.

C. All unsold tickets and revenue for sold consignment tickets must be returned by the visiting institution two weeks prior to each Game. Full credit will be given for returned unsold consignment tickets when returned.

D. The band, cheerleaders, and mascot of the visiting institution shall be admitted into the Game Site free of charge, provided they are in uniform.

9. **Credentials:**

A. The home institution will provide a maximum of ____ bench passes for the visiting institution for working personnel only. All personnel must be sure that credentials are visible at all times.

B. The home institution will provide a maximum of ___ all-access credentials and ___ parking passes to the visiting institution's Director of Athletics.

10. **Television:**

A. The parties acknowledge and agree that all television rights for Games played pursuant to this agreement are subject to television agreements entered into by the respective conferences on behalf of their respective members.

B. The home institution agrees to provide reasonable press box facilities for the origination of programs described herein.

C. In the event that the Games are not selected for distribution pursuant to a conference agreement, the parties acknowledge that the television rights shall be held by the home institution.

D. Each party shall have the right to film or videotape the Games played pursuant to this agreement for the purpose of coaches' shows and delayed telecasts and shall have access to such space and camera locations as may be reasonably required.

11. **Radio:**

Each institution owns its radio rights and all revenues collected from sale of those rights. The visiting institution will be provided outlets in the visiting institution radio room on the press box level of the stadium for coverage. Additional request shall be approved through the home institution's Media Relations Office.

12. **Other Broadcast Rights:**
The visiting institution hereby grants each broadcaster a license to use the trademarks and logos of the visiting institution and the names and likeness of the visiting institution's individual players, participants, and coaches to promote and publicize the Game. The visiting institution's 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 of candidate or in any manner prohibited by applicable NCAA rules and regulations. The visiting institution represents to the home institution and its conference that the visiting institution has obtained the right to license the use of the names and likenesses of individual players, participants, and coaches for the purpose set forth in this paragraph.

13. **Operational Cost and Income:**
All costs related to conducting each Game, except as stated otherwise herein, shall be borne by the home institution. The home institution shall have the exclusive right to sell programs and operate concessions and parking. All income generated from these activities shall be the sole property of the home institution.

14. **Liability:**
Each party shall be responsible for any and all claims, injuries, damages, or other liability attributable to the negligent acts or omissions of itself and its officers and employees that arise within the course and scope of said individuals' employment. Each party to this agreement must seek its own legal representation and bear its own cost, including judgments, in any litigation that may arise from the performance of this agreement.

15. **Finalized Agreement:**
This agreement supersedes all prior agreements between the parties and releases both parties from any obligations under those agreements. Any additions or modifications must be in writing and must be signed by both parties. No portion of this agreement is transferrable or assignable, and it shall be binding unless it is in conflict with existing or future legislation by state legislatures or the governing bodies of the home and/or visiting institutions. Failure of either party to enforce this agreement or a provision thereof shall not be deemed a waiver of this agreement or that provision. If any provision of this agreement or application thereof is deemed invalid or unenforceable, the remainder of this agreement and any application of its remaining provisions shall not be affected.

This agreement is hereby executed by the undersigned, duly authorized representatives of the respective institutions.

_____ **University of South Alabama**

By: _____ By: _____
Director of Athletics Date Interim Athletics Director Date

By: _____
Contract Officer Date

PLEASE SIGN AND RETURN ONE COPY
Attn: Daniel McCarthy, Interim Athletics Director
University of South Alabama Athletics
6001 USA Drive South
Mobile, AL 36688

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