Athletic Administration
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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 the **University of South Alabama ("Home Team")** and **_____ ("Visitors")** 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 date at the location specified:

Year	Date	Time	Game Site
_____	_____	_____	Hancock-Whitney Stadium - Mobile, AL

2. **Rules of the Game and Eligibility:**
The game, including eligibility of all players to participate in said game, 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 Team agrees to pay a guaranteed sum to the Visitors of $_____ for its participation in the game. Payment of the amount shall be made as soon as possible, but no 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 said game on said date(s) at the agreed upon site(s) 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 in 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 the 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 shall be relieved of any and all responsibilities under this agreement.

6. **Change in Circumstance:**
The Home Team has entered into this agreement taking into consideration the existing athletic conference memberships of the parties, applicable athletic conference rules and policies, and NCAA rules and regulations as of the date of this agreement. In the event that any substantial change in existing athletic conference memberships, 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 prejudice to the Home Team if the Home Team were to comply with this agreement, the Home Team may terminate the agreement by providing written notice of termination to the Visitors, in which case each party shall by fully released and discharged from their duties herein without any financial obligation, liability, or penalty.

7. **Officials:**
The Home Team's conference will assign officials. The officials shall be compensated by the Home Team.

8. **Tickets**:
Ticket prices shall be set by the Home Team.
   A. The Visitors shall be allowed _____ complimentary tickets to the game.
   B. The band, cheerleaders, and mascot of the Visitors shall be admitted into the stadium free of charge, provided they are in uniform.

9. **Credentials:**

   A. The Home Team will provide a maximum of _____ bench passes for the Visitors for working personnel only. All personnel must be sure that credentials are visible at all times.
   B. The Home Team will provide a maximum of ___ All-Access credentials and ___ parking passes to the Visitor's President.
   C. The Home Team will provide a maximum of ___ all-access credentials and ___ parking passes to the Visitor'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 Team 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 Team.
   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 Visitors will be provided outlets in the visiting team radio room on the press box level of the stadium for coverage. Additional request shall be approved through the Home Team's Media Relations Office.

12. **Other Broadcast Rights:**
The Visitors hereby grant each broadcaster a license to use the trademarks and logos of the Visitors and the names and likeness of the Visitors' individual players, participants, and coaches to promote and publicize the game. The Visitors' 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 Visitors warrant to the Home Team and its conference that the Visitors have 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 the game, except as stated otherwise herein, shall be borne by the Home Team. The Home Team 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 Team.

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 Team and Visitors. 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.

16. **FCS Membership:**

The Visitors represent that it is and shall remain, through the date of the scheduled game, countable as a Football Championship Subdivision opponent in accordance with NCAA Bylaws 18.7.2.1.1 and 20.9.9.2.1. Should the Visitors not be a member of the Football Championship Subdivision, and thus not countable for Home Team's Football Bowl Subdivision scheduling requirements and/or post-season bowl eligibility, then Home Team may terminate this agreement for convenience and all Home Team obligations remaining under this agreement shall be null and void.

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
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