

ATLANTIC COAST CONFERENCE FOOTBALL COMPETITION AGREEMENT

This Football Competition Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between NC STATE UNIVERSITY (hereinafter "NC STATE") and APPALACHIAN STATE UNIVERSITY (hereinafter "APP STATE").

1. **PURPOSE/COMMITTED GAMES:** NC STATE and APP STATE previously entered into a Football Competition Agreement with an effective date of December 20, 2021 for the purpose of playing two football games between the parties ("2021 Agreement"). NC STATE and APP STATE desire to enter into this new Agreement in order to resolve and supersede the 2021 Agreement and to confirm the arrangements and conditions under which NC STATE and APP STATE will compete in games of intercollegiate football (individually a "Game") to be played on the following dates and at the following locations:

DATE	HOST INSTITUTION	LOCATION (City)	GAME TIME
SEPT 26, 2026	NC STATE	RALEIGH, NC	TBD
SEPT 30, 2028	APP STATE	BOONE, NC	TBD

Both parties acknowledge that the date and game time are subject to change pending the mutual written agreement of the parties. If a game time is not specified, the game start time will be decided by the Host Institution, but shall start no earlier than 12:00 p.m. and no later than 8:15 p.m. local time.

2. **PAYMENT:** In consideration for rescheduling the date of the Game in Boone, NC from the 2021 Agreement, and the costs incurred in scheduling a different opponent for that Game's date, NC STATE shall pay to APP STATE the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) (the "Reschedule Fee") on or before July 1, 2025. Other than the Reschedule Fee, NC STATE shall have no other financial obligation to APP STATE or any other party as a result of the termination and cancellation of the Game in Boone from the 2021 Agreement.
3. **GAME RULES / STUDENT-ATHLETE ELIGIBILITY:** Each Game shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the rules of the Host Institution's Conference in effect on the date of the Game. The eligibility of student-athletes and coaches to participate in the Game shall be determined by the rules of the NCAA, applicable conference(s) (if any) and the respective institutions in effect on the date of the Game.
4. **GAME OFFICIALS:** A crew of qualified on-field officials shall be selected and compensated by the assigning agency of the Host Institution for the Game. The replay officiating crew, operating in accordance with NCAA and College Football Officiating (CFO) standards, shall be selected and compensated by the assigning agency of the Host Institution for the Game.
5. **LIQUIDATED DAMAGES:** A party's cancellation or failure to participate in a Game will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the full damages incurred as a result of the breach are difficult to determine and calculate, and they further recognize and agree that these damages cannot be fully mitigated. Therefore,

the breaching party shall pay to the non-breaching party as liquidated damages the amount of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00).

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of a Game due to breach. However, no liquidated damages shall be paid if a Game cannot be played by reason of a Force Majeure Event (see provision 13). In the event a party cancels a Game due to a material change in the nature of either party's athletic conference, or changes in scheduling requirements due to new conference affiliation or NCAA division realignment, and the decision to cancel the Game is communicated to the other party at least eighteen (18) months prior to the canceled Game, parties agree to negotiate in good faith to reschedule the game. Should the parties fail to reschedule the game within seven (7) years of the scheduled game, the party canceling shall pay to the non-canceling party reduced liquidated damages in the amount of \$450,000.00. Liquidated damages due hereunder shall be payable on or before February 15 of the year following the Game for which the breach occurred. The parties acknowledge that the breach or cancellation of one Game shall not be considered a breach or cancellation of all Games.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either party (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

6. TICKETING:

The Host Institution will establish all ticket prices.

- a. The Visiting Institution shall be allotted 500 complimentary tickets.
- b. The Visiting Institution shall be allocated up to 2,000 tickets for sale. However, the Visiting Institution shall comply with the following deadlines for retaining tickets to sale:
 - i. By April 1 of the Game year, the Visiting Institution shall confirm with Host Institution the exact number of initial visiting team tickets required, up to the guaranteed minimum, which are actually needed based upon previous usage and anticipated demand
 - ii. By August 1 of the Game year, the Visiting Institution may retain no more than 1,000 unsold tickets.
 - iii. By September 1 of the Game year, the Visiting Institution may retain no more than 500 unsold tickets.
 - iv. Two (2) weeks prior to the Game, the Visiting Institution may retain no more than 150 tickets.
 - v. Three (3) days following the Game, the Visiting Institution may return no more than 50 unsold tickets.

The Visiting Institution will be financially responsible, and must reimburse the Host Institution, for any tickets not returned in accordance with the above quantities and deadlines.

- c. The Visiting Institution's Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform. Seating for the Visiting Institution's Band shall be in a contiguous blocked location as determined by the Host Institution. The Visiting Institution shall inform the

Host Institution of the approximate number of band members, not to exceed 300, that it intends to bring to the Game at least 90 days in advance. Band members are not admitted without charge and require a game ticket. Visiting Institution's band tickets need to be accounted for in the visiting team's allotment of tickets.

7. **GAME MANAGEMENT:**

- a. The Host Institution shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting an intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of the Visiting Institution. The Host Institution agrees to have a medical doctor and ambulance with emergency personnel at the game site throughout the duration of the football game.
- b. The Host Institution shall retain all revenue associated with the Game.

8. **WALK-THROUGH:** If requested by the Visiting Institution, not later than 5 days prior to the game, the Host Institution will make its best efforts to accommodate the Visiting Institution's request to conduct a walk-through at the game facility on the day prior to the game. It is understood that such an opportunity is contingent upon weather and field conditions.

9. **SIDELINE LIMITATIONS:** The Visiting Institution may use any and all product and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

10. **CREDENTIALS:** The Visiting Institution shall be provided a minimum of 60 team bench area passes, 22 all-access passes (11 for team, 8 for administration, 3 for communications). Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints. The Visiting Institution shall use its best efforts to provide a list of all credentialed workers and personnel to the Home Institution at least 5 days prior to the Game

11. **PARKING:** The Visiting Institution shall be allowed parking passes for 1 equipment truck(s), 3 team buses, 3 band/cheer buses (if applicable) and 6 automobiles for use by the football program and administration.

12. **MULTIMEDIA RIGHTS:**

- a. **Radio Rights.** The Host Institution (or its conference) for the Game covered by this Agreement owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the Visiting Institution's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other

digitally distributed means. The Host Institution for the Game shall provide to the Visiting Institution one radio outlet location for the aforementioned broadcast,

- b. **Television and Other Distribution Rights.** Except for the radio rights described in clause (a) above, the conference of the Host Institution for the Game covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the Visiting Institution has or will have any such rights, the Visiting Institution irrevocably assigns, conveys, and transfers all of such rights to the conference of the home team in perpetuity. Notwithstanding the foregoing (1) the Visiting Institution and its conference shall have the non-exclusive rights to create and distribute coach's films of the Game for use solely by the Visiting Institution, professional sports leagues and other colleges and universities solely for coaching and scouting purposes and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of a visiting team (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when the Game covered by this Agreement occurs, the Visiting Institution (and/or its conference) for the Game shall have the rights as described in such agreement.
- c. **Other Rights.** The Visiting Institution for the Game covered by this Agreement hereby authorizes the Host Institution (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use the trademarks and logos of the Visiting Institution to promote and publicize such Game and the participating teams and institutions, provided that such trademarks and logos must not be used as an endorsement of any product or service or in connection with any political cause or candidate.
- d. **Controlling Language.** To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

13. **FORCE MAJEURE:** No party will be considered to be in default or in breach solely as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to, fire, flood, earthquake, hurricane, epidemic, pandemic, war, confiscation, by order or action of any governmental authority, or prohibitory or injunctive orders of any competent judicial or other government authority, a material change to any applicable law, regulation, policy, rule, bylaw, or directive by the NCAA, a party's athletic conference, or any governing authority having jurisdiction over a party, an action by the NCAA or a party's athletic conference that materially diminishes or restricts a party's ability to perform, or cancellation or restriction of the football season by either of the parties' athletic conferences (a "Force Majeure Event"). Notice of such a Force Majeure Event shall be given as soon as practical under the circumstances. Any Games not played as scheduled shall be attempted to be rescheduled as such exigencies may dictate or permit.

14. **SEVERANCE:** If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not stricken shall remain in full force and effect and shall be binding upon the parties.

15. **ENTIRE AGREEMENT AND RELEASE:** This contract constitutes the entire agreement between the parties, and supersedes all prior agreements, understandings, or representations, oral or written, whether or not specified herein regarding this Agreement. All such prior agreements and understandings, including the 2021 Agreement, are hereby terminated and deemed no further force or effect. Each party hereby releases the other party and its trustees, officers, employees, agents, and affiliates from any and all liability and damages, arising under contract or any other legal or equitable theory, related to or resulting from the 2021 Agreement. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.
16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the written consent of the nonassigning party.
17. **AUTHORITY TO SIGN:** By executing this Agreement, the undersigned parties represent and warrant that they are authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors.
18. **GOVERNING LAW:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of NORTH CAROLINA, regardless of its place of execution,

The undersigned parties have executed this Agreement on the respective dates set forth.

NC STATE UNIVERSITY

By:

Ben Givens

Title:

Dir. of Athletics

Date:

01/14/2025

APPALACHIAN STATE UNIVERSITY

By:

[Signature]

Title:

Director of Athletics

Date:

2-6-25