

STADIUM SUITE AGREEMENT
BASIC AGREEMENT TERMS

The following basic agreement terms ("*Basic Agreement Terms*") are intended to summarize the principal terms of the Stadium Suite Agreement (the "Agreement"), but are not intended to be all inclusive. In the event that anything contained in these Basic Agreement Terms conflict with other provisions contained in the Agreement, the other provisions of the Agreement shall control.

Patron: [_____]

Date of Agreement: [_____]

Stadium Suite Location and Number: [_____]

Stadium Suite Type: [_____]

Commencement Date of Agreement: [_____] (subject to Section 2 of the Agreement)

Expiration Date of Agreement: [_____] (____-year Agreement)

Annual Payment for Right to Purchase (A): \$[_____]

Annual Fee for Right to Use (B): \$[_____]

Annual Parking Fee (C): \$[_____]

Total of A, B, and C Above: \$[_____]

Annual Fee for Tickets: To be determined annually by University and disclosed on University's ticket purchase agreement

Annual Fee for Guest Tickets: To be determined annually by University and disclosed on University's ticket purchase agreement

Number of extra tickets which Patron has an option to purchase for University Games and Sponsored Athletic Events: [_____]

Number of Parking Spaces for University Games: [_____]

University Contact:
Name: [_____], Vice President and Chief Financial Officer
Address: The University of Texas at Austin; P.O. Box T; Austin, TX 78713

Patron Contact:
Name: **[Name]**

Address: **[Address]**

STADIUM SUITE AGREEMENT

THIS STADIUM SUITE AGREEMENT (the “*Agreement*”) is made by and between The University of Texas at Austin (“*University*”), and [_____], (“*Patron*”) (collectively, the “*Parties*”), this _____ day of _____, _____ (the “*Effective Date*”).

WHEREAS, The University of Texas at Austin includes a structure known as Darrell K Royal-Texas Memorial Stadium (“*Memorial Stadium*” or “*Stadium*”); and

WHEREAS, University owns suites in Memorial Stadium known as “*Memorial Stadium Suites*”; and

WHEREAS, Patron desires to acquire, and University desires to provide, the right to purchase tickets for and the use of a Stadium Suite under the terms set forth herein;

NOW, THEREFORE, for the mutual promises herein contained, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Basic Agreement Terms; Capitalized Terms. The Basic Agreement Terms attached hereto are hereby incorporated herein for all purposes as if fully set forth herein. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement and in the Basic Agreement Terms. This Agreement and the instruments referred to herein embody the entire agreement and understanding among the parties relating to the subject matter hereof, and supersede and replace any prior agreements between the parties hereto relating to the subject matter hereof. This Agreement may not be amended except by an instrument, in writing, executed by the party against whom enforcement of such amendment is sought.

2. Term. Although this agreement shall be effective as of the date hereof, Patron’s right to use the Stadium Suite, and the term of this Agreement, shall not commence until the commencement date (the “*Commencement Date*”) set forth in the Basic Agreement Terms, or if later, the date on which the construction of the Stadium Suite and its appurtenances are substantially completed and made available by the University for use. Patron’s right to use the Stadium Suite and the term of this Agreement shall end on the date of the expiration of this Agreement (the “*Expiration Date*”) as set forth in Basic Agreement Terms.

3. Right to Purchase. The University hereby (i) grants priority to the Patron for the right to purchase [_____] tickets for seating at University Games (defined in Subparagraph 3.3 below) in the single suite (the “*Stadium Suite*”) identified in the Basic Agreement Terms (the “*Stadium Suite Season Tickets*”), and (ii) grants certain preferences to the Patron to purchase tickets for certain other events at the Stadium, as more particularly described in Subparagraphs 3.4 through 3.6 hereof. The Patron, in consideration of his/her/its interest in activities approved by the administration of the University and the rights to purchase tickets described herein, hereby agrees to give to the University (i) [NUMBER] THOUSAND AND NO/100THS DOLLARS (\$[NUMBER]) in cash upon the execution of this Agreement, and (ii) [NUMBER] THOUSAND AND NO/100THS DOLLARS (\$[NUMBER]) in cash on each April 1st during the term of this Agreement until the last and final installment of \$[NUMBER], which shall be due on April 1st, [_____], for a total of [NUMBER] THOUSAND AND NO/100THS

DOLLARS (\$[NUMBER]) (collectively or singularly, the "*Payment for the Right to Purchase*").

3.1. The Payment for the Right to Purchase shall be used by the governing body of the University in accordance with its charitable purposes, all in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations promulgated thereunder.

3.2. The National Collegiate Athletic Association ("*NCAA*") and the Big XII Conference rules require institutions to notify boosters that any benefit or privilege provided to the booster relating to the institution's athletics program, including season tickets, may be withheld if the booster is found to be in violation of any NCAA or Big XII rule or regulation.

3.3. Collegiate football contests conducted at Memorial Stadium between University and other colleges or universities which are members of the NCAA are referred to herein as "*University Games*." As to University Games, Patron shall have the right to purchase the number of Stadium Suite Season Tickets for each University football season during the term hereof as indicated in the Basic Agreement Terms. The Stadium Suite Season Tickets may be purchased by Patron from University each year by cash payment within thirty (30) days after Patron's receipt of an annual written notice from University advising as to the price of such tickets. Admission tickets will be collected at the gate. Upon request by Patron, Patron may purchase up to a total of the number of extra tickets indicated in the Basic Agreement Terms for University Games or on a University Game season basis, at the highest prevailing ticket price for such tickets and subject to terms and conditions established by University.

3.4. An event open to the public, and the tickets for which are sold or controlled by University, sponsored by the University Athletic Department and involving an athletic competition with a University intercollegiate athletic team held at Memorial Stadium which is not a University Game is referred to herein as a "*Sponsored Athletic Event*." As to Sponsored Athletic Events, Patron shall have the right to purchase a number of tickets for the Stadium Suite seats, not exceeding the number of Stadium Suite Season Tickets that may be purchased by Patron under Paragraph 3 hereinabove, pursuant to policies and prices established by University for such event. Upon request by Patron, Patron may purchase up to a total of the number of extra tickets indicated in the Basic Agreement Terms for Sponsored Athletic Events, at the highest prevailing ticket price for such tickets and subject to terms and conditions established by University.

3.5. An event open to the public and the tickets for which are sold or controlled by University, sponsored by the University, or any department thereof, which is held at Memorial Stadium, and is not a University Game or Sponsored Athletic Event, is referred to herein as an "*Other Sponsored Event*." As to Other Sponsored Events, University will determine in its sole discretion on an event-by-event basis whether Patron shall have a right to purchase tickets for the Stadium Suite seats. If University determines that Patron shall have the right to purchase a number of tickets for the Stadium Suite seats for an Other Sponsored Event, not exceeding the number of Stadium Suite Season Tickets required to be purchased pursuant to Paragraph 3 hereinabove, such purchase shall be pursuant to policies and prices established by University for such event and at the highest prevailing ticket price for such tickets.

3.6. Patron shall not have any right to purchase tickets for the Stadium Suite seats for any event other than a University Game, a Sponsored Athletic Event, or an Other Sponsored Event.

4. Right to Use. Patron shall have the exclusive right to use the Stadium Suite only during events held in the Stadium for which Patron has the right to purchase, and has purchased, tickets for entry into the Stadium as provided in Paragraph 3 and Subparagraphs 3.3 through 3.5 hereof. As the compensation to University for the right to use the Stadium Suite as herein provided, Patron shall pay to the University an annual fee for the right to use the Stadium Suite as follows: (i) [NUMBER] THOUSAND AND NO/100THS DOLLARS (\$[NUMBER]), payable by Patron to University in cash upon the execution hereof, and (ii) [NUMBER] THOUSAND AND NO/100THS DOLLARS (\$[NUMBER]) payable by Patron to University in cash on each April 1st during the term of this Agreement until the last and final installment of \$[NUMBER], which shall be due on April 1st, [_____], for a total of [NUMBER] THOUSAND AND NO/100THS DOLLARS (\$[NUMBER]).

4.1. Limitations on and Conditions for Use. Subject to the provisions hereof, University shall have the exclusive right to control the use and occupancy of the Stadium Suite and all other portions of Memorial Stadium at all times during the term of this Agreement. Patron's use of the Stadium Suite shall not be continuous and shall include only the amount of time reasonably necessary for the activities permitted hereunder. University shall not allow the Stadium Suite to be used by anyone other than Patron and, subject to the provisions of this Agreement, University, their contractors, agents, employees and guests, except that for and in connection with an Other Sponsored Event, Patron shall have only such rights of use as are consistent with the policies established by University, and any other party conducting or participating in the event, for that particular event and then only after the purchase of tickets and the payment of any additional charges as are imposed for such event. If the policy for any Other Sponsored Event will not allow the Stadium Suite to be used by Patron for such event, then Patron shall not have any right to so use the Stadium Suite and University may permit the use of the Stadium Suite for that purpose by such persons and in such manner as University may determine at its sole option and discretion.

4.2. Incorporation of Stadium Suite Handbook. The University has promulgated certain rules and regulations concerning the use of Memorial Stadium Suites (the "*Stadium Suites Handbook*"), and may amend such rules and regulations or promulgate new rules and regulations concerning the use of Memorial Stadium Suites in the University's sole discretion. Such rules and regulations, as amended, are incorporated into and shall be known as the "*Stadium Suites Handbook*." Patron acknowledges that it has read and understands the rules and regulations in the Stadium Suite Handbook, and hereby agrees to abide by such rules and regulations. Additionally, Patron's entitlement to ticket priorities for away football games, if any, are detailed in the Stadium Suite Handbook. The Stadium Suites Handbook is incorporated herein, provided, however, that in the event of any conflict between the Stadium Suites Handbook and this Agreement, the terms of this Agreement will govern.

5. Parking. University will provide Patron with the number of parking spaces for University Games as described in the Basic Agreement Terms, in the location designated by University. University will use reasonable efforts to make available to Patron a reasonable

number of parking spaces for Sponsored Athletic Events. Except for the foregoing, this Agreement confers no rights upon Patron with respect to the parking of automobiles or other motor vehicles in, on or about any University parking area or facility, or other facilities within the vicinity of Memorial Stadium, or on the campus of University. As compensation to University for the right to use such parking spaces, Patron shall pay an annual parking fee of [NUMBER (\$###)] annually.

6. Guest Tickets and Guest Passes. If Patron exercises its right to purchase Stadium Suite Season Tickets pursuant to Paragraph 3 and Subparagraphs 3.3 through 3.5 above, Patron will have the right to purchase guest tickets (each a "*Guest Ticket*") and/or to receive guest passes (each a "*Guest Pass*"). Each Guest Ticket functions in the same manner as a Stadium Suite Season Ticket, allowing its holder entrance to the Stadium and access to the Stadium Suite, as guest of Patron. The fee for such Guest Tickets shall be determined annually by University and disclosed annually in a ticket purchase agreement produced by University. Each Guest Pass allows its holder access to and use of the Stadium Suite, as guest of Patron. The holder of a Guest Pass is required to separately hold a ticket allowing such holder entrance to the Stadium. The Guest Passes are provided to Patron, for use by the guests of Patron, free of charge. If Patron exercises its right to purchase Stadium Suite Season Tickets, Patron is entitled to any combination of eight Guest Tickets and Guest Passes, as illustrated by the following examples. If Patron chooses to purchase eight Guest Tickets, Patron is not entitled to any Guest Passes. If Patron does not choose to purchase any Guest Tickets, Patron is entitled to eight Guest Passes. If Patron chooses to purchase four Guest Tickets, Patron is entitled to four Guest Passes.

7. Taxes. Patron agrees to pay to University any amount of sales taxes, ad valorem taxes, or any such similar taxes that University will be required to pay as the result of the receipt of any payment by Patron to University pursuant to this Agreement.

8. Disclaimer of Warranties. University, its officers, regents, agents or employees, have not made any representation or warranty, express or implied, with respect to the Stadium Suite, any other portion of Memorial Stadium or the suitability or fitness of Memorial Stadium or the Stadium Suite for Patron's use; and have not promised or agreed to undertake any modification, alteration or improvement to Memorial Stadium or the Stadium Suite except as herein provided. Patron accepts the Stadium Suite on the Commencement Date subject, to all applicable governmental laws and regulations, and all rules, policies, and regulations of University and the Board with respect to the use of the Stadium Suite and Memorial Stadium. Accordingly, Patron acknowledges and agrees to the following: (i) Patron is acquiring certain rights to the Stadium Suite "AS IS, WHERE IS, AND WITH ALL FAULTS" based on Patron's own inspection and/or investigation and not in reliance on any statement, representation, inducement, promise, or agreement of University, its officers, regents, agents or employees; (ii) University, its officers, regents, agents or employees have not made any representation as to the taxation or other financial aspects or other ramifications of this Agreement and Patron has relied solely upon its own investigation and the advice of Patron's professional advisors with respect to all tax and other consequences of this Agreement and the purchase of Stadium Suite tickets and other items in connection herewith; and (iii) no rights of any kind to light, air or otherwise over or under any portion of Memorial Stadium or any other property, whether belonging to University or any other person, are granted to Patron by this Agreement. University, its officers, regents, agents or employees, have not made any representation or provided any assurances that

Patron will be eligible to attend any event other than scheduled regular season University Games (subject to delay, postponement, and cancellation) conducted at Memorial Stadium during the term of this Agreement, or that any events (including, without limitation, University Games) will be held. Consequently, this Agreement is not in any way dependent upon the occurrence of any events at Memorial Stadium, and this Agreement shall be unaffected by and shall continue in effect regardless of the kind or number of events conducted at Memorial Stadium. University reserves the right in its sole discretion to schedule, reschedule, postpone and/or cancel any event at Memorial Stadium (including, without limitation, University Games), without liability to Patron.

9. Indemnification. PATRON ASSUMES ALL RISK WITH RESPECT TO, WAIVES ALL CLAIMS IN CONNECTION WITH, AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND UNIVERSITY, ITS OFFICERS, REGENTS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY ARISING FROM, ANY DEATH OF OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER: (i) OCCURRING IN THE STADIUM SUITE DURING PATRON'S USE OR OCCUPANCY OF SUCH STADIUM SUITE; (ii) ARISING FROM ANY VIOLATION OF ANY PROVISION HEREOF OR ANY DEFAULT OF ANY OBLIGATION OF PATRON UNDER THE TERMS OF THIS AGREEMENT; OR (iii) ARISING FROM ANY ACT OR NEGLIGENCE OF PATRON, ITS AGENTS, CONTRACTORS, EMPLOYEES OR GUESTS. PATRON SHALL PAY ALL COSTS, ATTORNEYS' FEES, EXPENSES AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS AND ANY ACTION OR PROCEEDING BROUGHT HEREON. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST UNIVERSITY BY REASON OF ANY SUCH CLAIM, UPON NOTICE FROM UNIVERSITY, PATRON SHALL DEFEND THE SAME AT PATRON'S EXPENSE BY COUNSEL SATISFACTORY TO UNIVERSITY. PATRON'S INDEMNITY OBLIGATIONS SET FORTH ABOVE WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE APPLICABLE INDEMNITEE THEREOF, ***EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ORDINARY NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES***, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES.

10. Assignment. Patron shall not in any way assign, transfer, sublease, license, mortgage, pledge, hypothecate, grant a security interest in or encumber ("***Assign***," or an "***Assignment***") the Stadium Suite, this Agreement or any interest or right therein or herein without the prior written consent of University, at its sole option, and discretion, and any attempt to do so without such prior consent shall be wholly void and shall constitute a default of this Agreement. The transfer, assignment, pledge, or hypothecation of a controlling interest in Patron shall be deemed an Assignment requiring the prior consent of the University as herein provided. University shall have the right to transfer, assign, convey, pledge and encumber in whole or in part the Stadium Suite and any and all of its rights under this Agreement. In the event University fully assigns its rights hereunder, University thereby shall be released from any further obligations hereunder and Patron shall look solely to such successor-in-interest of University for performance of such obligations as arise thereafter.

11. Default. The occurrence of any of the following events shall constitute a default hereunder by Patron with or without notice: (i) Failure to pay any fees or other sums when due and payable hereunder, if the failure continues for ten (10) days after written notice thereof; (ii) Failure to comply with or perform under any of the other provisions hereof, if the failure continues for thirty (30) days after written notice thereof. In the event of any such default by Patron, University shall be entitled to (A) terminate this Agreement, and/or (B) pursue any other remedies available to University hereunder, at law, in equity, or otherwise. Upon termination of this Agreement, Patron shall immediately return all Stadium Suite tickets, parking credentials, and keys related to the Stadium Suite. Patron shall not be entitled to any refund of any fees, or donations made pursuant to this Agreement, as a result of a termination of this Agreement. In no event (whether by University's default, or otherwise) shall University be liable or responsible in any way for any lost income, profits, incidental, consequential, exemplary, special, or punitive damages of Patron or any other person or entity.

12. Damage to Stadium. If any portion of the Stadium is damaged or destroyed in such a way as to materially impact the availability or condition of Stadium Suite seating, the University may at its election terminate this Agreement.

******Signatures on following page******

IN WITNESS WHEREOF, intending to be bound, the Parties hereto have executed this Agreement to be effective as herein provided.

WITNESS:

UNIVERSITY:

By: _____

Name: _____

Title: _____

WITNESS:

PATRON:

If Natural Person:

Name: _____

Spouse:

Name: _____

Name: _____

Spouse:

Name: _____

ATTEST:

If Corporation or Limited Liability Company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

WITNESS:

If Partnership:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____