

ATHLETIC COMPETITION AGREEMENT

This is a record of the agreement made June 23, 1999, between Duke University ("Duke") and the University of Louisville ("Louisville").

1. **PURPOSE:** The purpose of this agreement is to confirm the arrangements made for holding an athletic contest between Duke and Louisville.
2. **EVENTS:** Each party shall cause its varsity team to play the other in a game of Football in accordance with the terms of this agreement. The game shall be held as set forth below:

DATE	PLACE	TIME
October 5, 2002	Durham, NC	TBA
October 6, 2007	Louisville, KY	TBA
October 4, 2008	Durham, NC	TBA
October 3, 2009	Louisville, KY	TBA

3. **RULES FOR THE CONTEST:** The contest shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") as in effect at the time of the contest.
4. **ELIGIBILITY OF TEAM MEMBERS:** The eligibility of each team member to participate in a contest shall be governed by the rules and regulations of his institution and the rules of the athletic conference, if any, of which his institution is a member.
5. **OFFICIALS:** The officials for the contest shall be an Atlantic Coast Conference crew for games at Louisville and a Conference USA crew for games at Duke.
6. **COMPENSATION TO VISITING TEAM:**
 - A. The Home Team for the game shall compensate the Visiting Team as set forth below, and no other compensation shall be due or payable. Such compensation shall be:
 - A flat fee of \$150,000 for each game.
 - The rate may be renegotiated with mutual agreement of both parties.
 - B. The Home Team shall pay the Visiting Team the amount due hereunder not later than February 15, following the contest.
 - C. Revenue from radio and television shall be handled as set forth in succeeding paragraphs and shall be in addition to any compensation payable under this paragraph.
7. **ALLOCATION AND PRICING OF TICKETS:**
 - A. The Home Team shall set ticket prices.
 - B. Band members, cheerleaders and mascots for each institution shall be admitted without charge, when in uniform.

- C. The visiting team shall be allowed 400 complimentary tickets.
- D. The Visiting Team shall be allotted tickets for sale. It is understood and agreed that the visiting institution shall return to the home institution ninety percent (90%) of the unused or unsold tickets held by said visiting institution not later than Monday preceding said game. If the game is not sold out, the Visiting Party may return tickets, not to exceed One Hundred (100) upon arrival.

8. **SIDELINE AND PRESS BOX PASSES:**

- A. The Home Team shall be allowed 40 sideline passes and the Visiting Party shall be allowed 40 sideline passes.
- B. The Visiting Team shall be allowed 10 press box passes for the use of visiting university personnel at no charge. A reasonable number of press box passes will be provided at no charge for visiting news media and sports information personnel.

9. **RADIO AND FILM RIGHTS:**

- A. The Home Team shall retain the revenue from and have full control of all radio rights to broadcast the game as well as all film rights.
- B. The Visiting Team shall be allowed one free outlet for live or delayed radio broadcast and shall retain the revenue from such broadcast.

10. **TELEVISION:** Louisville recognizes that Duke has assigned its live, over-the-air broadcast and cable television rights to their home football games to the Atlantic Coast Conference, Inc. which in turn has contracted with certain television networks and cable broadcasters ("Conference Contracts"). Duke recognizes that Louisville has assigned its live, over-the-air broadcast and cable television rights to their home football games to Conference USA, which also has contracted with certain television networks and cable broadcasters ("Conference Contracts"). Any discussion regarding the conditions of the Conference Contracts shall be directed to the conference offices for the Atlantic Coast Conference and Conference USA.

All rights fees from over-the-air broadcast and cable television rights shall be distributed based upon respective conference crossover agreements in force at that time.

In the event the game is not selected for an over-the-air or cable broadcast, the Home Team and Visiting Team shall have the game televised in its local market. The rights fee for such a broadcast shall be waived.

11. **CONCESSIONS, PARKING AND PROGRAM INCOME:** The Home Team shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the Home Team. The Visiting Team will be supplied with 75 game programs at no charge.

12. **IMPOSSIBILITY:** If an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest shall be cancelled and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest 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 shall affect the parties' obligations as to subsequent contests covered by this agreement.

13. **DAMAGES:**

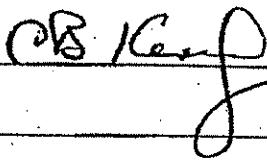
A. If this agreement is breached by the Visiting Team, and no contest occurs between the Home Team and the Visiting Team, and if no contest with a team of similar stature is scheduled by the Home Team to replace the one canceled because of the breach, then the Visiting Team shall pay the Home Team a liquidated sum of \$150,000.

B. If this agreement is breached by the Home Team, and no contest occurs between the Home Team and the Visiting Team, and if no contest with a team of similar stature is scheduled by the Visiting Team to replace the one canceled because of the breach, then the Home Team shall pay the Visiting Team a liquidated sum of \$150,000.


14. **INTEGRATION:** This contract is the total agreement between the two parties. Any conditions or modifications must be in writing, signed by both parties.

15. **ACCEPTANCE:**

DUKE UNIVERSITY:

By: 
Title: _____
Date: _____

UNIVERSITY OF LOUISVILLE:

By: 
Title: Director of Athletics
Date: November 29, 1999