

## WAR MEMORIAL STADIUM LICENSE AGREEMENT

This License Agreement is entered into by and between the Arkansas Department of Parks and Tourism (“ADPT”) and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, located in Fayetteville, Arkansas (“UA”) (collectively referred to herein as the “Parties” and each as the “Party”), as of the date signed by all Parties (“Date of Execution”).

WHEREAS, ADPT owns a facility, including without limitation, the playing field, seating areas, press boxes, media and meeting rooms, suites, locker rooms, bathrooms, concourse areas, ramps, elevators, stairs, storage areas, entry ways, and all surrounding parking areas, sidewalks, roadways and park space owned or controlled by the ADPT located in Little Rock, Arkansas, commonly known as War Memorial Stadium (the “Stadium”). The UA desires to use all of the Stadium, as set forth below, for the purposes of hosting three (3) spring football practice games (“Spring Football Games”), three (3) regular season football games (“Regular Season Football Games”), Razorback Fan Fest, tailgating and other related events and activities (collectively referred to herein as the “Games” or individually, a “Game”). ADPT desires to grant to the UA, and the UA hereby accepts from ADPT, a license to use the Stadium in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration for the foregoing and the mutual promises, covenants, and agreements herein contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement shall commence upon the Date of Execution and shall end on December 31, 2024, unless terminated earlier as provided herein (“Term”). The Parties covenant and agree that the limited use license granted in this Agreement shall automatically expire at the conclusion of the Term. Nothing in this Agreement shall prohibit the Parties from extending, postponing, or renewing this Agreement at any time prior to the expiration of the Term so long as such extension, postponement, or renewal is in writing and complies with the terms and conditions of this Agreement.

2. **Use.** ADPT grants to the UA the right to use the Stadium for the purpose of the Games and for all other purposes set forth in this Agreement, including but not limited to, the use of the Stadium and all surrounding grounds owned or controlled by ADPT whether ADPT’s control arises by lease, sublease, operation of law, or in any other manner and whether such ownership or control exists now or arises in the future, for the Term of this Agreement. ADPT also agrees to provide the UA with all necessary access to the Stadium and all grounds owned or controlled by ADPT one (1) day prior to and one (1) day after the conclusion of each Game, consistent with the purposes and provisions of this Agreement, with all parking and other benefits as herein provided.

a. **REGULAR SEASON FOOTBALL GAMES.** Subject to the approval of the Southeastern Conference or other conference governing UA (“SEC”) and the National Collegiate Athletic Association (“NCAA”), the UA shall play three (3) Regular Season Football Games at the Stadium during the Term on the following dates:

- i. November 29 or 30, 2019
- ii. November 26 or 27, 2021
- iii. November 24 or 25, 2023

The UA's opponent for the Regular Season Football Games shall be the University of Missouri, unless scheduling by the SEC necessitates that the UA play another opponent or such Games are otherwise cancelled or modified pursuant to the terms and conditions of this Agreement. The UA will make good faith efforts to schedule the Regular Season Football Games to be played the Friday or Saturday after the Thanksgiving Holiday, subject to SEC scheduling and game approval.

b. SPRING FOOTBALL GAMES. ADPT acknowledges that current SEC legislation prohibits the UA from hosting off-campus spring football games without a waiver from the conference. During the Term, the UA agrees to seek a waiver from the SEC to play three (3) Spring Football Games in the Stadium at a date to be determined by the UA, in years 2020, 2022, and 2024, subject to approval by the SEC and NCAA legislation regarding spring games at off-campus venues. In the event a waiver is not granted by the SEC for any or all Spring Football Games, the UA shall not be required under this Agreement to schedule or play any additional football games at the Stadium during the Term.

3. Conditions.

a. PHASE 1 – STADIUM FACILITY IMPROVEMENTS and ENHANCEMENTS. Prior to the November 2019 Regular Season Football Game, ADPT shall:

- i. Replace the artificial turf matching the performance and testing specifications of high performance synthetic turf with priority on participant safety.
- ii. Require annual testing in accordance with ASTM Standard F355-A and Specification F1936 as recommend by the Synthetic Turf Council. Testing will include ASTM 1935 Test, Procedure 355 and G-Max Force Reduction.
- iii. Upgrade network broadcast infrastructure to meet minimum standards for SEC Network/ESPN/CBS.
- iv. Improve Wi-Fi/DAS connectivity in the Press Box and team areas during each Game.
- v. Replace and upgrade all Stadium audio speakers.
- vi. Implement mobile ticket scanning at all gate entries. The UA agrees to explore the possibility of allowing ADPT to use the UA's ticket scanning equipment for each Game, but is not obligated to provide any ticket scanning equipment.

- vii. Collaborate with State and local law enforcement agencies to develop and implement a plan to improve ingress/egress for vehicular and pedestrian traffic in and around the Stadium.
- viii. Comply with all non-structural requirements and recommendations implemented by SEC Facility Working Group for visiting team and official locker rooms and adopt a plan in agreement with the UA for attaining compliance with all structural requirements and recommendations.

b. PHASE 2 – STADIUM FACILITY IMPROVEMENTS and ENHANCEMENTS. Prior to the November 2019 Regular Season Football Game, ADPT shall make best efforts to complete the following:

- i. Improve and expand security cameras with the ability to view the Stadium seating bowl, concourses, and interior/exterior gates in the Stadium; and establish a Central Command Center inside the Stadium.
- ii. ADPT shall review recommendations from the March 12, 2018 Stadium Market and Financial Feasibility Study with the UA's Department of Intercollegiate Athletics to expand and improve the home team locker room (with space for at least eighty-five (85) players and fifty (50) coaches and staff), dedicated training room, and a multi-purpose space adjacent to locker room for pre-Game meetings and post-Game press conferences.
- iii. Comply with all structural visiting team and official locker room requirements and recommendations implemented by SEC Facility Working Group.

c. TICKET SALES and REVENUE BENCHMARKS. The Parties agree to the following required ticket sales and revenue benchmarks for the three (3) Regular Season Football Games in Section 2(a):

- i. 47,000 tickets sold for each Regular Season Football Game; and
- ii. Ticket sales revenue in excess of Two Million One Hundred Thousand Dollars (\$2,100,000) for the 2019 Regular Season Football Game; Two Million and Three Hundred Thousand Dollars (\$2,300,000) for the 2021 Regular Season Football Game; and Two Million and Five Hundred Thousand Dollars (\$2,500,000) for the 2023 Regular Season Football Game.

d. GOOD FAITH NEGOTIATIONS. In the event that ADPT does not complete the Phase 2 - Stadium Facilities Improvements and Enhancements in Section 3(b) or meet the Ticket Sales and Revenue Benchmarks set forth in Section 3(c)(i)-(ii), despite evidence ADPT exercised best efforts to do so, then the Parties agree to negotiate in good faith for a period of sixty (60) days to establish the following:

- i. Stadium Facilities Improvements and Enhancements—an agreed upon Stadium Facilities Improvements and Enhancements Plan which shall identify all remaining Stadium Facilities Improvements and Enhancements not completed and their required date of completion.
- ii. Ticket Sales and Revenue Benchmarks—identify any circumstances that may have impaired ADPT’s ability to meet the Ticket Sales and Revenue Benchmarks and set forth a Strategic Sales and Revenue Plan to assist ADPT in meeting the Ticket Sales and Revenue Benchmarks for any remaining Games.

4. **Game Tickets.** The UA shall be solely responsible for the printing, sale and distribution of all tickets, including complimentary tickets. The UA shall establish ticket prices and shall retain all revenue from ticket sales. ADPT will, at the request of the UA, provide a ticket office and sellers for the sale of tickets at the Stadium box office Monday through Friday and on Saturday Game days, during office hours beginning on August 1 through completion of tickets sales for each Regular Season Football Game, and the UA shall reimburse ADPT for the expense of such tickets sales in an amount agreed upon by both Parties. Reimbursement shall be made to ADPT within thirty (30) days after each Regular Season Football Game covered by this Agreement.

5. **Game Credentials and Parking Passes.** The UA, at its own cost, will be solely responsible for printing, allocating, and distribution of all official credentials and parking passes for each Game, including, but not limited to, working media, the UA officials and guests, coaches, sideline personnel and the Stadium’s employees. ADPT agrees to submit requests for Game credentials and parking passes not later than the two (2) weeks prior to the date of each Game. Requests shall be in writing and shall identify the types, quantities, and, to the extent requested by the UA, the names or working positions of requested credential and parking recipients. The UA may at its sole discretion decline request for credentials which entitle the bearer access to the field, sideline, locker rooms, press boxes, suites or reserved parking. ADPT agrees to fully enforce the UA credential and parking requirements and to manage personnel access consistent with guidelines of the SEC, NCAA, and all applicable UA policies. ADPT agrees there will be no production or issuance of credentials or parking passes separate from the UA’s produced credentials and parking passes (unless mutually agreed upon in writing in the case of parking passes only).

6. **Policies and Regulations.** ADPT acknowledges and agrees that the UA is a Division I member of NCAA, as well as the SEC, and that the UA is subject to all bylaws, rules, and regulations of the NCAA and SEC. Accordingly, ADPT and the undersigned individual warrant, covenant, and agree that they shall take all steps as requested by the UA to ensure full compliance with all NCAA and SEC bylaws, rules, and regulations, and all applicable UA policies, in connection with the Games and the Stadium operation, by ADPT, its officers, employees, agents, subcontractors and guests. ADPT and its officers and applicable employees shall become familiar with National Center for Spectator Sports Safety and Security (“NCS4”) and Homeland Security Event Security recommendations and best practices and make best efforts to implement and comply with such practices during all Games.

7. **Stadium Ticket Purchases.** ADPT desires and the UA agrees to allow ADPT to purchase up to one hundred twenty-six (126) Game tickets in accordance with the UA's standard ticketing practices for each Regular Season Football Game during the Term of this Agreement. Tickets purchased by ADPT shall not be resold or used for promotional purposes, but may be provided to its officials, sponsors, donors and guests at no resale cost. Separate payment for all tickets purchased for each Regular Season Football Game shall be made by ADPT to the UA Athletic Ticket Office no later than August 1 prior to the start of each regular football season in which the Game is to be played.

8. **Concessions, Merchandise, and Novelty Rights.** ADPT reserves all concession, merchandise, and novelty rights during each Game, except program sales. With the exception of Coca-Cola Company products, ADPT will not allow the sale of any concessions, merchandise, novelty or other items that violate the UA's trademark licensing program or sponsorship rights or agreements. Notwithstanding any other provision in this Agreement, the UA and its officials, employees, students and volunteers shall have the right to bring in food and beverages in to the Stadium and/or use third party catering services during each Game.

9. **Game Program Sales, Kiosks, and Promotional Use.** The UA shall have all rights to sell and retain all the proceeds from Game programs and media guides, if any. ADPT agrees to provide the UA a secure room for conducting program sales and cash counting activity. In addition, ADPT shall identify four (4) kiosk/table locations which are acceptable to the UA throughout the Stadium concourse for promotional use by the UA. Except as otherwise provided by this Agreement, ADPT will not allow or enter into any promotional activities, including, but not limited to any kiosks, tables or booths in the Stadium, the concourse of the Stadium, or any grounds owned or controlled by ADPT (whether such ownership or control exists now or arises in the future) for promotional use or advertising in competition or conflict, whether direct or indirect, with sponsors of the UA on any Game days; provided, however, that the foregoing shall not limit the right of ADPT's exclusive telecommunications sponsor to operate one (1) kiosk on the concourse of the Stadium on Game days for as long as ADPT is a party to a valid telecommunications sponsorship agreement regarding the Stadium which was in effect as of the Date of Execution of this Agreement.

10. **Broadcast Rights.** The UA shall have sole control and broadcast rights to and for all Games played at the Stadium, including, but not limited to, any and all radio, television, internet or any other broadcast medium whether in real time or delayed. No other party shall be allowed to record, broadcast or rebroadcast any Game without the prior written consent of the UA.

11. **Parking.** ADPT shall make all parking areas owned or under its control (whether such control or ownership exists now or arises in the future), including, but not limited to War Memorial Golf Course, available to UA to facilitate the orderly ingress and egress of the public to each Game at no additional cost to UA or its ticket or reserved parking pass holders. ADPT agrees to take all necessary steps to secure the parking lot immediately adjacent to the west side of the Stadium, the Media Lot, Lot 5 and all parking lots identified in Exhibit A attached hereto and fully incorporated herein by reference, as reserved parking for UA at no cost for each Game ("UA Reserved Parking"). ADPT agrees that the UA shall have the sole right to manage

and assign parking privileges to all UA Reserved Parking during each Game. ADPT or its designee shall be solely responsible for organizing and directing the traffic flow of all parking prior to, during, and after each Game day. ADPT agrees to cooperate with the UA in addressing any problems, concerns, or complaints arising from or relating to traffic flow or parking at any time. ADPT shall be entitled to charge and retain all fees for public parking, including all “tailgating” parking, for the Games; however, ADPT shall not assess any admission or parking fees or costs to or against the UA, the Razorback Foundation Inc., or any UA Reserved Parking permit holder in relation to this Agreement or their attendance at any Game.

12. **Expenses.** For all Games, ADPT shall provide at its sole expense, all utilities and necessary personnel and equipment to operate the Stadium for the purposes of this Agreement, including, but not limited to, ticket takers, ushers, clean-ups crews, maintenance personnel, scoreboard operators, emergency medical technicians and transport, first aid and Stadium security personnel. The UA shall have the sole right and responsibility to select and compensate the public address announcers.

For each Spring Football Game played in the Stadium, the UA shall pay ADPT an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) (“Game Costs”). ADPT will provide the UA with a complete accounting of all revenue and expenses directly associated with the Game within thirty (30) days from the date of the Game (“Settlement Date”). If requested by the UA, ADPT shall also provide a copy of all bills, receipts, invoices, payments and other documentation reflecting the revenue and expense calculations and amounts. The UA will reimburse ADPT for all undisputed Game Costs within thirty (30) days of Settlement Date.

ADPT further agrees that it will fully cooperate with the UA in employee training and adherence to standards and practices of the Stadium and press box management prescribed by the UA for all Games. Notwithstanding anything to the contrary, ADPT shall be solely responsible for its officers and employees, including but not limited to, remuneration, discipline, and withholding of all applicable taxes, and nothing contained in this Agreement shall be deemed to create a joint employer relationship between the UA and ADPT for any reason whatsoever. In the event any Game is not played in the Stadium as a result of any term, condition, circumstance or a failure to meet or remedy any term, condition or circumstance identified in this Agreement, neither Party shall have any further liability or obligations under this Agreement to the other Party for that Game.

13. **Game Officials.** The UA will provide and pay the fees and expenses of all Game officials utilized during any Game played under this Agreement, including without limitation: referee, umpire, center judge, line judge, head linesman, field judge, side judge, back judge, alternate official/timer, replay official, observer, chain crew, or any other officials as assigned by the SEC or NCAA. ADPT shall be responsible for hiring, compensating, and providing a competent scoreboard operator for all Games.

14. **Payment of Taxes.** With the exception of the fees, expenses, taxes and withholdings referenced in Section 13 of this Agreement or for other UA employees, ADPT shall be responsible for the payment of all taxes, license fees or other levies or assessments required to be paid in connection with the UA’s use of the Stadium, if any, including but not limited to, sales

tax, contributions imposed or required under unemployment insurance, social security, workmen's compensation and income tax laws with respect to ADPT and other non-UA employees engaged in the performance of the Agreement, and any interest and penalty lawfully imposed thereon as a result of ADPT's late payment thereof. However, any interest or penalty assessed shall be excluded from the calculation of Game Costs in Section 12 and shall be borne solely by ADPT.

15. **Locker Rooms.** ADPT agrees it shall provide clean, well-maintained team locker rooms consistent with the quality and amenities provided by other schools within the SEC, including, but not limited to, ample hot water for purpose of after Game showers for the football teams. ADPT further agrees to equip home and visitor dressing rooms with supplies as requested by the UA.

16. **Sideline Communications.** ADPT will provide field to press box phone lines to consist of twelve (12) dry pairs of lines on each sideline.

17. **Supervision.** Except as otherwise provided in this Agreement, ADPT retains management and control of all areas of the Stadium and shall have the right to eject any person creating a disturbance whose conduct threatens the safety of others.

18. **Press Box Control.** ADPT grants to the UA the right to use and control access to the entire Stadium press box during each Game, except that ADPT shall retain use and control of one (1) second level suite and UA shall provide ADPT ten (10) second level suite tickets and/or credentials for each Game as part of ADPT's purchased ticket allocation under Section 7 of this Agreement.

19. **Booth Control, Scoreboard, and Matrix Boards.** ADPT retains physical control over the public address booth, communication and control booths, and the Matrix Booth and shall ensure that all of the Stadium's communications systems, whether now existing or hereafter constructed or installed, are operational at all times. The UA shall have the sole responsibility for providing the content for any and all message (at its sole expense) for the scoreboard matrix board and any other matrix or message boards located throughout the Stadium (whether now existing or hereafter installed) for the purpose of promoting the UA's athletic program, including, but not limited to acknowledging its sponsors. The UA agrees to inform ADPT in a timely manner of any message to be displayed. ADPT shall be responsible for programming the contents of all the UA's messages into the matrix board, and the UA agrees to reimburse ADPT within thirty (30) days of Game day for the cost of such programming. ADPT may object to the content of any specific message only upon establishment by legal counsel that such message violates Arkansas or federal law. ADPT shall notify the UA immediately of the grounds for such objection, and the Parties agree to work in good faith to resolve any objection to a specific message. If, after the programming of any of the UA's messages, any time for displaying additional message remains available, then the UA agrees to allow ADPT to program any such message in the matrix board at ADPT's sole expense. ADPT shall be responsible for the content of any such messages.

In the event that ADPT replaces its current scoreboard, adds additional boards in any other location in the Stadium, or installs any other type of new messaging technology of any nature, then the UA shall have the same right as provided by this Agreement with respect to any such

replacement scoreboard (whether such replacement scoreboard includes a matrix board or some other device for transmitting messages), any additional matrix or messaging board installed in the Stadium, or any other type of new messaging technology of any nature for no additional consideration.

20. **Public Address Announcer and Messages.** The UA shall be solely responsible for hiring, compensating, and providing the stats crew, public address announcer and any copy or script for the public address announcer for each Game covered by this Agreement. The UA shall be solely responsible for the content of any public address messages and shall have the right to acknowledge its sponsors or to announce any promotions, advertisements or messages it desires. The UA agrees to cooperate with ADPT in making public address announcements concerning safety and general Stadium information.

21. **Condition of Stadium.** ADPT warrants to the UA that the Stadium has been inspected and that the Stadium is safe and fit for its intended use. ADPT shall provide the UA with an opportunity to inspect the Stadium prior to each Game. ADPT shall have the continuing obligation and responsibility to inspect and maintain the Stadium in good working order and repair, normal wear and tear excepted, in the UA's sole discretion. ADPT agrees that the UA shall not be responsible or liable for any damages, loss, or injury to the Stadium or any equipment, supplies, materials, money or other personal property of ADPT or its officers, directors, agents, employees, volunteers, subcontractors, guests, licensees, or invitees, resulting from any cause whatsoever (including without limitation accident, negligence, power failure, acts of nature or God or terrorism), other than intentional acts by the UA or its representatives. ADPT shall perform annual testing in accordance with ASTM Standard F355-A and Specification F1936 as recommend by the Synthetic Turf Council. Testing will include ASTM 1936 Test, Procedure 355 and G-Max Force Reduction. ADPT further agrees to maintain the Stadium field's condition and turf readings in a manner acceptable to the UA, in the UA's sole discretion, and make any reasonable repairs or adjustments requested by the UA prior to any Game or other use of the field by the UA. ADPT will take all necessary precautions to ensure that no weapons, including concealed handguns, are permitted in the Stadium during the Game (including without exception, enforcing the UA's "Clear Bag Policy" and "Rules for Use of UA Game Ticket" attached hereto as Exhibit B; providing adequate security personnel at all entrances; posting signs in compliance with state law that guns are prohibited in the Stadium; and utilization of metal detectors at all gate entrances to Stadium before and during all Games if required by the SEC or NCAA).

22. **Termination.** The Parties hereto agree that the UA has the right to terminate the Agreement upon thirty (30) days' notice in the event of any of the following conditions:

a. the Stadium is destroyed, condemned, becomes unfit or is deemed unsuitable for its intended use hereunder, or is declared unsafe, unsound, or its use otherwise restricted in use and/or occupancy by any state or local government entity, agency or other regulatory body having responsibility for or control over the same or for any other reason whatsoever prior to the date of the Game; provided however, that prior to termination, the UA shall afford ADPT a reasonable opportunity to make necessary repairs, if possible and practical in the UA's sole discretion, which must be completed in a timely



manner and not impair or prevent the UA from playing any Games at the Stadium or exercising any of its rights under this Agreement; or

b. the NCAA or SEC takes any action, which in the UA's sole discretion, prohibits the Game or imposes any additional material restrictions on the UA's ability to host any of the Games or recruit student-athletes at off-campus events beyond or in addition to those restrictions existing as of the Date of Execution of this Agreement; or

c. ADPT is unable to provide adequate parking on grounds owned or controlled (whether such ownership or control exists now or arises in the future) by the ADPT which, for purposes of this Agreement, shall include all parking on paved lots, UA Reserved Parking, War Memorial Golf Course, and all other non-paved areas owned or controlled by the ADPT; or

d. a material breach of the Agreement by ADPT; or

e. ADPT does not complete the PHASE 1 - Facilities Improvements and Enhancements contained in Section 3(a) in the time and manner specified or otherwise comply with the terms and conditions stated in Section 3(b) regarding PHASE 2 - Facilities Improvements and Enhancements; or

f. Failure to establish a mutually agreeable Stadium Facilities Improvements and Enhancements Plan and/or Strategic Sales and Revenue Plan in accordance with Section 3(d) despite all reasonable efforts and mutual cooperation, or meet the required terms for a mutually agreeable Stadium Facilities Improvements and Enhancements Plan and/or Strategic Sales and Revenue Plan following their adoption by the Parties.

In the event any of the enumerated events in Section 22 shall occur and the UA terminates the Agreement, neither Party shall have any further liability or obligations under this Agreement to the other Party except for any sums or monies which accrued prior to the date of such termination.

23. **Activities, Promotional Events, and Signage.** Notwithstanding any provisions of this Agreement to the contrary, the UA, at its sole discretion, shall have the exclusive right to conduct all pre-Game, Game and post-Game activities and promotions at the Stadium and on any grounds owned or controlled (whether such ownership or control now exists or in the future) by ADPT. ADPT shall have the right to conduct activities, promotions, or advertising in connection with or related to the UA's Games that are approved in writing by the UA.

The UA acknowledges that the Stadium possesses separate contractual agreements for permanent signage located on the scoreboard in the south end zones, portals, team entrance tarps, press box, field walls, and concourse of the Stadium and agrees that such permanent signage may be displayed during the UA's use of the Stadium. ADPT acknowledges and agrees, however, that the UA possesses absolute ownership and control over its names, nicknames, marks, slogans, mascots, logos, athletic teams, images (coaches, players, band, spirit squads, and facilities), trade dress, uniforms, associational rights, intellectual property, derivatives and events of any nature

whatsoever (“UA Marks”). Nothing contained in this Agreement shall be construed or interpreted as granting or otherwise conveying any right for ADPT to use, sell, market, or promote the UA or UA Marks for ADPT’s benefit or to any third-party for any reason whatsoever. ADPT further acknowledges that the UA shall possess the sole and exclusive right to Game day advertising and promotions in the Stadium and on all grounds owned or controlled (whether such ownership or control exist now or in the future) by ADPT, including, but not limited to, Game day signage such as banners hung at field level, field goals posts and padding, advertising on game related equipment, all padding regardless of its location in the Stadium, in the bench areas, team entrances and around the playing field (excluding permanent signage on the walls of the Stadium) which promotes the UA or the interests of its athletics programs in any manner.

ADPT shall have no right to display any Game day signage in the Stadium or on any grounds owned or controlled (whether such ownership or control exist now or in the future) by ADPT. To the extent that ADPT displays such Game day signage, the UA shall have the right to cover or remove such Game day signage. Solely with respect to any signage on the end zone pads, the UA agrees not to acknowledge, to display the logo, or to display the name and logo of its exclusive telecommunications sponsor; provided, however, that the UA reserves that right and shall be entitled to display the name and logo of its exclusive telecommunications sponsor in a group display identifying other corporate sponsors of the UA or entities supporting Razorback athletic programs in a manner which does not focus on any one specific corporate sponsor. The foregoing limitation shall only apply so long as ADPT is a party to a valid telecommunications sponsorship agreement which was in effect as of the date that the UA and ADPT entered into this Agreement. Nothing in this Agreement shall restrict ADPT from acquiring naming rights to the Stadium or the playing field.

24. **Indemnification**. The Parties are instrumentalities of the State of Arkansas entitled to sovereign immunity from suit and nothing in this Agreement shall be construed as a waiver of such immunity or any defenses available to the Parties or their respective officials, employees or agents acting in their official capacities. With regard to any claim filed in the Arkansas Claims Commission related to the performance of this Agreement, ADPT agrees to indemnify and hold the UA, and its trustees, officers, employees, agents, affiliates, students and volunteers, harmless from and against any and all claims, damages, losses, liability, costs and expenses for injury to persons (including, but not limited to death) or property arising from or relating to this Agreement. Notwithstanding the foregoing, the Parties shall be responsible for their own negligent and intentional conduct and that of their respective, officers, employees and agents. The obligations of this provision shall survive the expiration or termination of this Agreement.

25. **Full Power**. The Parties respectively represent that they have the full right and power to enter into this Agreement and to perform all obligations herein, unless otherwise noted, and to grant all rights hereunder without violating the legal or equitable rights of any other person or party.

26. **Notices**. Service of all notices due under this Agreement shall be in writing, mailed by certified or registered mail, return receipt requested, postage prepaid, or dispatched by expedited delivery service, or by facsimile to:

ADPT: Arkansas Department of Parks and Tourism  
1 Capitol Mall Suite 4A.900  
Little Rock, AR 72201  
Kane Webb, Executive Director  
(501) 682-7614  
Fax: (501) 683-3317

UA: University of Arkansas Department of Athletics  
Attention: Vice Chancellor and Director of Athletics  
350 North Razorback  
Fayetteville, Arkansas 72701

With a copy to: Office of General Counsel  
421 Administration Building  
Fayetteville, Arkansas 72701  
(479) 575-5401  
Fax: (479) 575-5046

or such other address as either Party may designate in writing pursuant to the provisions of this Section. Any notice mailed shall be deemed to have been received three (3) business days after it is mailed; any notice dispatched by expedited delivery service shall be deemed to have been received one (1) day after it is dispatched; and any notice sent by facsimile shall be deemed to have been received on the date it is faxed with confirmation of receipt.

27. **Force Majeure.** If for any reason, including but not limited to, strike, boycott, war, terroristic act, public emergency or calamity, act of God, natural disaster, fire, flood, tornado, lighting, anticipation of severe storms or other inclement weather, labor troubles, riot, delay of commercial carriers, NCAA or conference restrictions, disturbance, government action, or any other reason, similar or dissimilar, beyond the UA's control which shall prevent the UA from being able to play any Game under this Agreement, then any such event shall constitute a *force majeure* and the UA shall be excused from performance of all obligations with respect to the Game to which such *force majeure* applies and neither Party shall have any further liability or obligations to the other Party with regard to that Game. The UA shall be obligated to notify ADPT in writing once it has concluded that such event of *force majeure* ceases to exist and shall thereafter resume its obligations under this Agreement if it is practical to do so in the sole discretion of the UA.

28. **Waiver.** The failure of either Party hereto to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any additional such contingencies.

29. **Entire Understanding.** This Agreement and Exhibits A-B constitute the entire understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements whether written or oral. No waiver, modification, or addition to this Agreement shall be valid unless made in writing and signed by the Parties hereto.

30. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.


31. **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

32. **Assignment.** Neither Party may assign this Agreement without prior written consent of the other Party.

33. **Miscellaneous.** The headings herein are used solely for convenience and are not intended nor in any sense are to be given any weight in the construction of this Agreement, i.e., construction is to be as if headings were not present. The Agreement may be executed concurrently on one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be binding upon either Party until executed by the authorized officers of each Party hereto. The Parties agree that time is of the essence in all respects concerning this Agreement and performance hereunder.

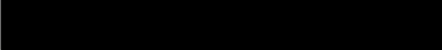
IN WITNESS WHEREOF, we set our hands on the dates listed below.

ARKANSAS DEPARTMENT OF  
PARKS AND TOURISM


By:   
Kane Webb, Executive Director  
Arkansas Department of Parks and Tourism

Date: 5-9-18

BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ARKANSAS,  
acting for and on the behalf of the  
UNIVERSITY OF ARKANSAS

By:   
Joseph E. Steinmetz, Chancellor  
University of Arkansas

Date: 5-16-18

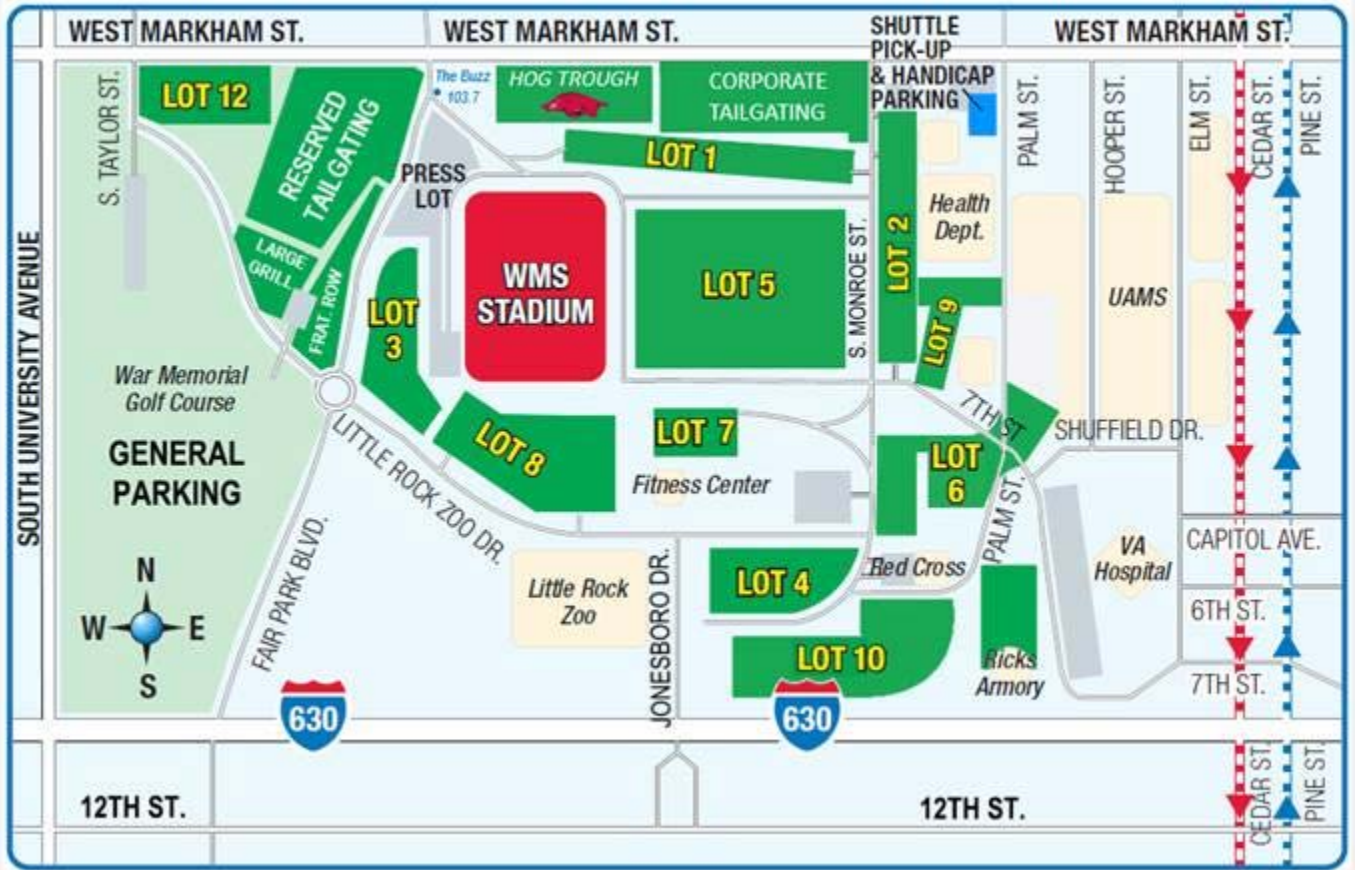
By:   
Francis Parson  
Vice Chancellor / Athletics Director  
University of Arkansas

Date: 5-14-2018

EXHIBIT A

(UA RESERVED PARKING LOTS)

### Razorback Game Day Parking



## **EXHIBIT B**

### **(CLEAR BAG POLICY and RULES FOR USE OF UA GAME TICKETS POLICY)**



#### **CLEAR BAG POLICY FREQUENTLY ASKED QUESTIONS**

*Are other schools limiting bags?* Yes. All SEC institutions and many other Autonomy 5 institutions have implemented a clear bag policy for football.

*How does the new policy improve public safety?* The clear bag is easily searched and significantly reduces faulty bag searches. It also supports the Department of Homeland Security's "If You See Something, Say Something" campaign.

*What can I do to help get into the stadium more quickly?* Arrive early, know which items are prohibited and avoid bringing a bag, if at all possible. Also, enter the stadium through the gate indicated on your ticket. Gates open two hours prior to kickoff.

*How many bags may each person bring into the stadium?* One large clear bag - either a one-gallon Ziploc style bag or the 12" x 6" x 12" clear bag - plus a small clutch (the size of the palm of your hand) that does not exceed 4.5" x 6.5". The small clutch allows privacy for small personal items and is easily searched.

*What about diaper bags?* Diapers and non-medically necessary items for babies and young children must be carried in an approved clear bag.

*Do I have to put everything I'm carrying into the permissible bags?* No. Fans are limited only to the type of bags carried into the stadium, not items that they may normally bring to a game that fit in pockets or clutch bags (e.g., keys, makeup, feminine products, comb, phone, wallet, credit cards). Fans may carry a blanket over their arms, and binoculars and/or camera around their necks or in their hands without the case. Fans may also use the clear bag and clutch to carry these items and other permissible items. In all cases, carried items are subject to search.

*May fans carry cameras, binoculars, smart phones or tablets separately from what they put in a clear bag?* Yes. A phone, tablet, binoculars or cameras may be carried independently into the stadium as long as it is not in its own bag. Fans may also place those items within their clear bag, as long as they are not contained in an additional container.

*If I have certain items that I need to bring into the stadium for medical reasons and they won't fit in the clear bag, what do I do?* Fans needing to carry a bag for required medical supplies or devices will need to go through the bag check line at their entry gate for a thorough screening of the bags and the medical items. The person requiring these supplies or devices must accompany the bag at all times. Medical exception bags will be tagged once cleared through security.

*Are all purses prohibited?* No. Small clutch purses, with or without a handle or strap, that do not exceed 4.5" x 6.5" (the size of the palm of your hand), are permitted along with either the 12" x 6" x 12" clear tote bag or the one-gallon freezer bag. Fans are encouraged not to bring any bags, but the policy has been created to balance fan needs with improved public safety and convenience.

*What about bringing blankets in cold weather?* Fans will be able to bring blankets by carrying them over a shoulder or arm or within an approved clear bag. However, blankets must be removed from the clear bag for security inspection.

*Does this bag policy apply to credentialed individuals (e.g., media & working staff)?* Credentialed individuals will be permitted to bring bags that do not meet the policy guidelines. However, those bags will be searched at specifically designated gates prior to entry. Only bags that pass the inspection will be allowed into the stadium.

*What happens if I show up at the gate with a bag that is not permitted?* Fans carrying bags that do not comply with the *Clear Bag Policy* will be asked to return their bags to their vehicle and transfer their belongings to an approved clear bag before entering the stadium.

*May I leave a bag or unwanted items outside the Stadium rather than returning them to my vehicle?* No, the University of Arkansas is not responsible for any item left outside the stadium gates upon entry. For security reasons, fans should expect that items left outside the stadium will be removed and discarded.

*Can I bring a non-clear bag if it fits inside the approved clear bag?* No. The only permitted non-clear bags are small clutches no bigger than 4.5" by 6.5". Clutches, purses and wallets larger than 4.5" by 6.5" are prohibited. You may transfer the contents of a non-approved bag that is larger than 4.5" by 6.5" into an approved clear bag to bring into the stadium, but you may not place the entire non-permissible bag itself into a clear bag.

*Have any of the prohibited items changed as well, along with this new bag policy?* Yes, the Prohibited Items list is reviewed annually and updated to remain current with the changing trends in fan safety and security. For a complete list of permissible and prohibited items, visit the Arkansas Razorback Football Fan Guide at [ArkansasRazorbacks.com](http://ArkansasRazorbacks.com).

*Will this policy affect the ability of fans to tailgate? Are there limitations on tailgating items?* No. The Clear Bag Policy does not pertain to tailgating areas. For complete information on tailgating, visit [ArkansasRazorbacks.com](http://ArkansasRazorbacks.com) Game Day Information Page.

## **Rules for Use of UA Game Tickets**

By purchasing or using a ticket to any UA athletic event, the purchaser and/or bearer agrees to be bound by the following terms and conditions, and the UA reserves the right to revoke the ticket and remove any individual upon his or her failure to comply with all terms and conditions stated herein:

THE FOLLOWING ITEMS ARE NOT PERMITTED IN UA ATHLETIC VENUES: Weapons (including without limitation, knives, clubs, firearms, explosives), umbrellas, beach balls, strollers, baby seats, chairs, back packs, coolers, banners, food or beverages, alcohol, illegal drugs, artificial noisemakers, video cameras, heaters, laser devices, flags and unapproved bags.

THE FOLLOWING ITEMS ARE PERMITTED IN UA ATHLETIC VENUES: Bags that are clear plastic, vinyl or PVC and do not exceed 12" x 6" x 12" or one-gallon clear plastic freezer bag (Ziploc bag or similar). Individuals may also carry a small clutch purses, no larger than 4.5" x 6.5", with or without a handle or strap. All clear bags and clutch purses will be screened prior to entry into the venue. All bags and purses not meeting the above requirements will not be permitted. Although permitted, childcare items, including diapers, must also be carried in an approved clear bag. Individuals carrying required medical supplies or devices into the venue are not subject to the clear bag policy, but will need to go through the bag check line at their entry gate for a thorough screening of the bag and the medical items. The person requiring these supplies or devices must accompany the bag at all times. Medical exception bags will be tagged once cleared through security.

- All individuals attending a UA athletic event must have a ticket, regardless of their age, in order to be admitted.
- There is no refund or exchange of tickets for any reason. This includes changes in opponent, time and/or date of the athletic event.
- Purchaser and/or bearer assumes all responsibility in case of accident or property loss.
- Resale of any ticket for more than the printed price appearing on the face of the ticket is prohibited by Arkansas state law.
- Tickets shall not be used for or in conjunction with, whether directly or indirectly, any advertising, promotion (including contests or sweepstakes), other trade purposes or any other activity without the express prior written consent of the UA Department of Athletics.
- The bearer of the ticket assumes all risk incident to the bearer's attendance (as well as any accompanying minors) at the athletic event and agrees to indemnify and hold harmless the University of Arkansas, the Razorback Foundation Inc., the Southeastern Conference ("SEC"), and their respective affiliates, agents, officials, representatives, employees, subcontractors, volunteers and guests from and against all liability, loss, damage or expense resulting from or arising out of the bearer's presence at, near, or in the venue, howsoever caused, whether by negligence or otherwise.

- Purchaser and/or bearer shall comply with all applicable NCAA and SEC legislation at all times.
- The bearer of the ticket grants permission and an irrevocable worldwide, perpetual, and royalty-free license to the UA and all other participating universities, as well as their respective agents, to utilize the bearer's voice, image or likeness incidental to any live or recorded video display, photography, or other transmission or reproduction in any medium whatsoever, in whole or in part, of the event to which the ticket admits him, her and any accompanying minors).
- Soliciting contributions or distributing literature is prohibited on any UA athletic venues, as well as all designated parking areas on the date of the sporting event.
- No smoking shall be allowed in any UA athletic venue or at any athletic event, including, but not limited to, all indoor and outdoor areas.
- Conduct and/or behavior that disrupts the enjoyment of other fans attending the athletic event; that may result in a penalty against any participating team; or which is illegal or violates the policies of the UA (including but not limited to, possession or use of illegal drugs or alcohol, unlawful discrimination, throwing items, fighting, engaging in profanity, racial or other taunting, vulgar, abusive, harassing, threatening, racist, ableist, sexist, xenophobic or intimidating language or conduct) will not be tolerated and individuals may be removed from the athletic event.
- Possession, storage or use of any weapon in a UA athletic venue or at an athletic event is expressly prohibited. The term "weapon" means all objects that have the potential to cause bodily harm and include, but are not limited to, firearms (i.e. handguns, pistols, rifles and shotguns), ammunition, fireworks, air guns, explosives and other such incendiary devices, clubs, certain knives as determined by campus officials, and any other items that may be defined as weapons under state, federal or local laws or ordinances.
- A ticket to an athletic event is a license, revocable at the sole discretion of the UA, that only grants entry and a spectator seat to the specified athletic event. By use of the ticket, the bearer agrees that he or she (and any accompanying minors) will comply with all applicable state and federal laws, UA policies, and the terms and conditions on this page. UA may revoke this license, refuse admission or remove any person who fails to comply with such laws, policies, terms or conditions. No refund or other remedy will be provided under these circumstances.