



## **Additional Terms and Conditions of FSL Agreement**

1. License Fee and Promise to Pay

For and in consideration of xxxx.xx, which consists of the deposit paid herewith plus the Amount Due ("License Fee"), the Athletic Foundation promises, in the event The University of North Carolina at Charlotte ("UNC Charlotte") fields a collegiate football team and upon full payment of the license fee, to grant 49er Seat Licenses (FSLs) for the purchase, on the terms and conditions set forth herein, of xx season tickets between the 30 Yard Line Markers of either an on-campus stadium or a temporary stadium. The initial location of the seats covered by the FSLs will be determined by the Athletic Foundation based on the FSL holder's rank in the UNC Charlotte Athletic Foundation on June 30, 2013. The license fee is payable in four installments as follows: xxxx.xx herewith; xxxx.xx on or before May 1, 2010; xxxx.xx on or before May 1, 2011; and xxxx.xx on or before May 1, 2012.

2. Rights and Obligations of Licensee of FSLs

- a. Licensee has the right and obligation to purchase the related season tickets for all regular-season and post-season home games played by the Charlotte 49ers Football Team held in either an on-campus stadium or a temporary stadium. FSLs do not apply to any other events played in such venues such as high school games, all-star events or concerts.
- b. Each Licensee must make an annual gift to the Athletic Foundation's Annual Fund based on the levels outlined below. The first such annual contribution must be made by June 30, 2013, and unless otherwise specified by the Athletic Foundation will be due by June 30 of each subsequent year. Levels are subject to change at the Athletic Foundation's discretion.

<u># of Tickets</u>	<u>Membership Level</u>	<u>Current Amount</u>
1-4	Green Jacket	\$1,500
5-8	Golden Plus	\$2,500
9-12	Golden Advantage	\$5,000
13-16	Coaches' Circle	\$8,500

As long as Licensee makes the associated Annual Gift based on number of tickets and purchases season tickets to designated seats by the specified deadlines and otherwise meets its obligations under this Agreement, the location of Licensee's previous year's FSLs will be reserved for Licensee.

- c. If Licensee does not make the associated Annual Gift based on number of tickets by the specified deadline in any given year, up to four of the Licensee's FSLs will be converted to "Green Tier" FSLs, located between the Goal-line and the 30 Yard Line Markers of either an on-campus stadium or a temporary stadium, the exact location of which will be determined first by the Athletic Foundation by the FSL holder's rank in the Athletic Foundation and then at the discretion of the Athletic Foundation. Licensee will forfeit all rights to buy season tickets associated with any seats other than those associated with the converted Green Tier FSLs for the upcoming season and all seasons that follow. The Athletic Foundation will have the right to relicense the forfeited FSLs for those seats with no further obligation to the Licensee.
- d. If Licensee does not purchase season tickets to designated seats by the specified deadline each year as determined by the Athletic Ticket Office, the Licensee's FSLs will be terminated, and Licensee will forfeit all monies paid to the Athletic Foundation and all rights to buy season tickets associated with those seats for the upcoming season and all seasons that follow. The Athletic Foundation will have the right to relicense the forfeited FSLs with no further obligation to the former Licensee.
- e. Tickets for all home games will be mailed to the individual or corporation in whose name the FSL is held. Neither the Athletic Foundation nor the Athletics Ticket Office shall have any responsibility for subsequent distribution of tickets in the event that they are held for group purposes.

- f. Subject to stated restrictions and by following guidelines established by the Athletic Foundation, Licensee has the right to transfer by gift, bequest or otherwise the FSLs. There will only be one License for a given seat at any given time. Once Licensee transfers a FSL, Licensee will no longer have any rights associated with that seat. FSLs may not be transferred more than once each season except in the case of the death of the Licensee.
- g. No transfer will be complete until the transferee has assumed all obligations of the transferor under this Agreement and the transfer has been recorded on the books of the Athletic Foundation. The transferor will pay to the Athletic Foundation a transfer fee established by the Athletic Foundation.
- h. FSLs may be transferred to an immediate family member for a nominal transfer fee established by the Athletic Foundation. An "immediate family member" is defined to include any parent, spouse, child, sibling or grandchild.
- i. All transfers of FSLs prior to June 30, 2012, other than to immediate family members, will be subject to the right of the Athletic Foundation at its option to terminate the FSL by refunding the License Fee paid by Licensee. FSLs which are terminated by the Athletic Foundation hereunder may be relicensed on terms and conditions established by the Athletic Foundation in its sole discretion, without any further compensation to the Licensee. If the Athletic Foundation does not exercise its right to terminate the FSLs, the Athletic Foundation will record the transfer of the FSLs to the intended transferee upon receipt by the Athletic Foundation of the transfer fee.
- j. So long as Licensee observes the terms and conditions of this Agreement and of use of the seats as established from time to time to which the FSL relates, the Licensee, upon purchase of season tickets, shall have the exclusive right to such seats during the games only. The rights licensed under this Agreement are rights of personal privilege and do not under any circumstance confer upon Licensee any interest or estate in real property or any leasehold interest in the seat or the stadium. The Licensee's relationship with the Athletic Foundation is that of licensee and licensor.
- k. Anyone not abiding by the conditions applicable to FSLs under this Agreement and as determined by the Athletic Foundation in its sole discretion, will forfeit FSLs, any payments made for FSLs and any rights to purchase tickets.

3. Deposits, Interest and Refunds

All monies collected from the 49ers seat license program will be used for the costs associated with starting football at UNC Charlotte. If a definitive start date for the football program is not set by June 30, 2012, the licensee will be entitled to a full refund of monies paid for seat license. If the University determines not to field a team, the licensee will be entitled to a full refund of monies paid. The licensee will not be entitled to any interest earned on deposit or payments made. Once the University competes in an NCAA football game, the licensee will not be entitled to any refund of monies already paid.

4. Failure to Pay

Failure of the Licensee to make any payment when due shall be a default under this Agreement. If Licensee defaults under this license agreement, then, at the sole option of the Athletic Foundation, this Agreement shall terminate, Licensee shall hold no rights to acquire the FSLs or tickets associated therewith, and Licensee shall forfeit all rights to payments previously made to the Athletic Foundation hereunder.

5. Disclaimers

- a. FSL should not be viewed or acquired as an investment and Licensee should not expect to derive any economic profits as a licensee of FSLs.
- b. The acceptance of this Agreement and accompanying deposit by the Athletic Foundation does not constitute a guarantee or representation that UNC Charlotte will field a football team or play football games on the UNC Charlotte campus by 2013.

- c. FSL payments to the Athletic Foundation are not considered tax deductible gifts. Gifts to the Athletic Foundation's Annual Fund are considered tax deductible up to 80%. Please consult your tax advisor before claiming any tax deduction.

6. Representation of the Athletic Foundation

The Athletic Foundation represents and warrants that:

- a. It is a non-profit organization in good standing under the laws of the State of North Carolina.
- b. The purpose of the Athletic Foundation is to raise scholarship, capital and operating monies for the UNC Charlotte Athletic Department.
- c. The Athletic Foundation intends to pay for the construction of an on-campus stadium through private fund raising and the sale of FSLs.

7. Representations of Licensee

Licensee represents and warrants that:

- a. Licensee has read and understands the terms of this Agreement.
- b. Licensee is not acquiring FSLs as an investment and has no expectation of profit as a licensee of the FSLs.
- c. Licensee is acquiring the FSLs solely for the right to purchase tickets to Charlotte 49ers football games.
- d. Licensee is acquiring the FSLs for his own use and not with a view to distribute the FSLs to others.
- e. Licensee acknowledges that Licensee will not have any equity or other ownership interest in any facility built or used by UNC Charlotte or the Athletic Foundation.
- f. Licensee acknowledges that the transfer of FSLs will be restricted and that FSLs are subject to forfeiture under certain conditions including those explained in this Agreement.

8. Use of Seats

- a. Licensee and Licensee's invitees shall at all times maintain proper decorum while using the Seats and shall abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations as are adopted and revised from time to time by the Athletic Foundation for the seats or the stadium. In addition, Licensee shall not take any action which would cause an increase in premiums of any insurance policy of UNC Charlotte or the Athletic Foundation by causing UNC Charlotte or the Athletic Foundation to fail to meet any requirement or condition of such policy or otherwise. Without limiting the foregoing, Licensee specifically agrees that neither it nor its invitees will:
  - i. Bring into the stadium any alcoholic or intoxicating beverage, any illegal drugs, or except as prescribed by a physician, any controlled substances.
  - ii. Permit the seats covered by the FSLs to be used for any illegal, improper, immoral or objectionable purpose, or in any way obstruct or interfere with the rights of any other attendees.
  - iii. Film, record or transmit from the seats all or any portion of any football game or other event, or any description thereof, by any means (including without imitation radio or television broadcasting, whether broadcast "live" or by means of film or tape).

- b. So long as Licensee observes the terms and conditions of use of the seats as established from time to time to which the FSL relates, the Licensee shall have the exclusive right to such seats during the games only. The Athletic Foundation reserves the right to revoke an FSL at any time, without compensation to the Licensee, if Licensee (or other person using Licensee's tickets) exhibits behavior that is not acceptable in a family atmosphere, as determined by the Athletic Foundation. Anyone not abiding by the conditions applicable to FSL, as determined by the Athletic Foundation in its sole discretion, will forfeit their FSL, any payments made for FSLs and any rights to purchase tickets.

9. Governing Law; Consent to Jurisdiction

This Agreement shall be construed and enforced in accordance of the laws of the State of North Carolina. In the event that any action, suit or other proceeding is brought by or against the Licensee, the Athletic Foundation or UNC Charlotte in connection with or related to this Agreement, including any claim for injuries or damages, the Licensee, for itself and its guests and invitees, hereby consents to the exercise of jurisdiction over such entities and their property by the United States District Court, Western District of North Carolina, and by the North Carolina General Court of Justice, Superior Court Division, 26<sup>th</sup> Judicial District.

10. Notices

All notices and other communication required to be given pursuant to this License to the Athletic Foundation or to Licensee shall be in writing and shall be sent to the addresses set forth on the signature page of this agreement. Any notice given herein shall be deemed delivered when addressed as above provided, postage prepaid, and deposited in a United States General or Branch Post Office or with a nationally recognized overnight courier.

11. Entire Agreement; Modification

This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any representations or agreements previously made or entered into by the parties hereto. No modification hereto shall be valid or enforceable unless in writing, signed by both parties.

12. Binding Effect, Execution

As of the last date of execution set forth above, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. This Agreement may be assigned by Licensor but may not be assigned or transferred by Licensee without the Athletic Foundation's prior written consent. This Agreement shall not be binding and enforceable until executed and accepted by the Athletic Foundation. A copy of the duly executed Agreement will be mailed to the Licensee.