

JEFFERSON COUNTY }

STATE OF ALABAMA }

**AGREEMENT FOR LEGION FIELD STADIUM
FOR THE MAGIC CITY CLASSIC FOOTBALL GAME BETWEEN
ALABAMA STATE UNIVERSITY AND ALABAMA A&M UNIVERSITY**

THIS LICENSE AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF BIRMINGHAM, (hereinafter referred to as the “City”), the BIRMINGHAM PARK AND RECREATION BOARD, an unincorporated board of the City (hereinafter referred to as the “Park Board”), Alabama State University, a public educational institution of the State of Alabama (hereinafter referred to as “ASU”), and Alabama Agricultural and Mechanical University, a public educational institution of the State of Alabama (hereinafter referred to as “AAMU”) (ASU, and AAMU collectively shall hereinafter be referred to as “Licensees”) and each by its respective duly authorized officers and agents:

WITNESSETH:

WHEREAS, the Park Board manages Legion Field Stadium and parking area in Birmingham, Alabama being more particularly described as the Legion Field “Legion Field”; and

WHEREAS, the ASU and AAMU are institutions of higher learning located in the state of Alabama, that desire to conduct the Magic City Classic Football games at Legion Field; and

WHEREAS, the parties desire to enter into an Agreement specifying the terms and conditions under which the ASU and AAMU shall use Legion Field and the parking area for the Magic City Classic Football games.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises, herein contained, the parties agree as follows:

I. DEFINITIONS

The following terms for purposes of this Agreement, shall have the meanings set forth in this section:

- A. *Alabama Agricultural and Mechanical University*, is a public educational institution of the State of Alabama (hereinafter referred to as AAMU).
- B. *Alabama State University* is a public educational institution of the State of Alabama (hereinafter referred to as ASU).
- C. *City of Birmingham* is a municipality created under the laws of the State of Alabama.

D. *Complimentary Tickets*, shall mean Tickets distributed by the Licensees without charge or the expectation or actual receipt of any money therefore as described in Section IV, Paragraph C, 2.

E. *Credential and passes*, shall mean authorized badges issued by Licensees or the Park Board for access to designated areas of the Stadium.

F. *Legion Field Stadium* shall mean with respect to the Legion Field Stadium located in Birmingham, Alabama, the playing field, stadium lighting, seats, stairs, walkways, ramps, public restrooms, Press Box, home and visiting team locker rooms, equipment room, training room, meeting room, skyboxes, suites, and such other areas, if any, as customarily are designated by the Park Board from time to time for use at football games (hereinafter referred to as "Legion Field" or "Stadium").

G. *Magic City Classic Game* is a yearly collegiate football game played by Alabama State University and Alabama Agricultural and Mechanical University (hereinafter be referred to as the Classic).

H. *Park Board* is the Birmingham Park and Recreation Board, organized pursuant to the laws of the State of Alabama.

I. *Parking Areas* shall mean those areas currently under control of the Park Board on the Legion Field site adjacent to the Stadium which may be designated by the Park Board for the parking of vehicles during the Classic.

J. *Suites*, shall mean a private seating area that requires a special pass to gain admission.

K. *Ticket*, shall mean the certificate, license, badge, credential, pass or other indicia by which admission to the Stadium is permitted and controlled.

II. DURATION OF AGREEMENT

During the term of this Agreement, the Licensees agree to play the Magic City Classic games at Legion Field Stadium, shall be effective for a period of four (4) years commencing with the 2019 football season and ending with the 2022 football season, the exact dates of the Classic Games are to be determined by the mutual agreement of the parties hereto. This Agreement to host the Classic Games may be extended by the mutual consent, in writing by the parties hereto for two (2) additional three (3) year terms with modifications of the conditions provided that:

A. Minimum paid attendance during the four (4) year term is as follows:

<u>Year</u>	<u>Paid Attendance</u>
2019	55,000
2020	55,000
2021	55,000
2022	55,000

B. During any extension period of this License, the respective Classic Game for each year must draw a minimum paid attendance of 55,000 persons; the Park Board shall have the option, at its sole discretion, to terminate minimum paid attendance of 55,000 persons. In the event that any Classic Game does not draw the minimum paid attendance required under this License, the Park Board may terminate this License or charge rent and cost as provided in Section II C. Any failure by the Park Board to terminate this License in a year in which the Classic Game does not have a minimum paid attendance of 55,000 persons shall not constitute a waiver of this provision for any subsequent year.

C. Should the attendance fall below the projected minimum attendance, as set out in Sections II (A) and (B), the rental fee for use of Legion Field Stadium shall be Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) or at the Park Board's option the fee for violation of Sections II (A) and (B) is ten percent (10%) of the value of the unsold tickets needed to meet the minimum attendance.

D. Paid attendance for the purpose of this License Agreement shall be deemed to include the tickets sold at the printed ticket price as set by Licensees and as agreed to by the Park Board.

E. During the term of this Agreement, or any extension thereof, Licensees shall cause to be prepared an independent audit of each year's Classic Game, which audit shall, among other things, certify the Paid Attendance for purposes of this Agreement. A copy of the audit shall be delivered to the Park Board and the City within twenty (20) days of its completion.

III. FINANCIALS

A. The City agrees to provide financial support to the Magic City Classic in the following amounts with each payment by the City hereunder contingent on an appropriation by the Birmingham City Council in the City's fiscal budget:

<u>Year</u>	<u>Amount</u>
2019	\$650,000
2020	\$700,000
2021	\$750,000
2022	\$800,000

The City shall pay the financial support in the appropriate share of the above directly to Alabama State University and Alabama Agricultural and Mechanical University.

B. Subject to the provisions of this Agreement, Licensees shall have the right to provide, or permit others to provide, at the sole cost and expense of Licensees, pre-game, halftime and post-game entertainment in connection with the Classic Game; provided, however, that Licensees shall notify the Park Board of the nature of such entertainment at least twenty (20) business days prior to the date of the Classic Game and such entertainment shall be subject to the approval of the Park Board with such approval not to be unreasonably withheld.

IV. TERMS AND CONDITIONS

A. RENT. Licensees desire the permissive, rent-free and cost-free use of Legion Field for the purpose of scheduling and conducting the Classic Game. Licensees agree they will not enter into any agreement with any third party regarding the location of the Classic Game for years after 2022 on or before February 1, 2022. In addition to the minimum paid attendance requirement, it is specifically agreed by the parties as part of the consideration for rent-free use of Legion Field, upon the completion of the initial term of this Agreement the parties shall renegotiate in good faith, in writing, the rental terms of continued use of Legion Field as the location of the Classic Game. Furthermore, it is agreed by the parties as part of the consideration for the rent-free use of Legion Field, Licensees shall not negotiate with any other facility, including among them, for the location of the Classic Game while the term of this Agreement and any possible extension thereof is in effect.

The Park Board and the City hereby authorize such use pursuant to the following terms and conditions:

B. GAME DATES. The Classic Game shall be played at Legion Field on the following dates: October 26, 2019, October 31, 2020, October 30, 2021, and October 22, 2022. The parties acknowledge that they have a long-standing relationship concerning the Classic Game, which generally is held on the last Saturday of October, and because of said long-standing relationship, ASU and AAMU are entitled to preferential scheduling and shall be given preference to the last Saturday in October or ASU and AAMU may change the date that is mutually agreeable to all the parties.

Licensees, City, and Park Board understand and agree the Park Board has other annual tenants (namely the University of Alabama at Birmingham) who, has because of long term relationships with the Park Board, is also entitled to preferential scheduling of football games at Legion Field.

C. TICKETS. Licensees shall print, or cause to be printed, all tickets, press box passes, workers passes, and sideline passes at the expense of Licensees. A quantity of tickets shall be furnished by Licensees to the Park Board for sale to the public, the proceeds of which shall be paid in full to Licensees, as follows:

1. **Stadium Certificate Holders.** Licensees acknowledges the Park Board has certain obligations to Stadium Certificate Holders and shall furnish tickets for sale to persons in this preferred category in the following sections and quantities:

Current Sections 10 and 11	2,000
Current Sections 33 and 34	2,000
Rows 59 through 70 in the North half of Sections 9, 10 and 11 and the South half of Section 12	<u>1,148</u>
TOTAL	5,148

Licenseses agrees to furnish said tickets to the Park Board as early as conveniently possible prior to the Classic Game. The Park Board shall be responsible for the sale of such tickets and a full accounting thereof, at no expense to Licenseses.

Upon written direction from Licenseses, the Park Board shall return all unsold tickets in this category to Licenseses or their designee following the expiration of the stadium certificate holders' time limit, seven (7) days prior to Game date for West Stand certificate tickets in Sections 10 and 11; and thirty (30) days prior to Game date for West Stand Expansion certificate tickets in Sections 9, 10, 11 and 12 (Rows 59-70 inclusive) and East Stand certificate tickets in Sections 33 and 34.

The Park Board, shall provide the sales location and ticket personnel, shall establish policies and procedures, and shall bear all cost and expense related to the sale of tickets within this preferred category.

2. Complimentary Tickets. For each Classic Game contemplated hereunder, Licenseses shall furnish the Park Board with Two Hundred (200) complimentary tickets to be located in Section 10 or 11, as designated by the Park Board. Licenseses agrees the Park Board may distribute complimentary tickets in compliance with the City's Ticket Distribution Policy and state law. In addition to the above, for each Classic Game the Licenseses shall furnish the Park Board with fifteen (15) tickets each to three (3) skyboxes and twenty-eight (28) tickets for one reserved skybox for the City, for a total of two hundred seventy three (273) tickets at no charge to the Park Board or the City (skyboxes are designated for the Mayor, City Council and Park Board). The number of complimentary tickets mentioned in this paragraph shall be furnished by Licenseses for each Classic Game: two hundred (200) complimentary tickets in Section 10 or 11, forty-five (45) complimentary tickets to three skyboxes, and twenty-eight (28) tickets for one skybox.

i. Additionally, Licenseses shall furnish, the City with Two Thousand Five-Hundred (2,500) complimentary passes to be located in Sections designated by Licenseses. These complimentary passes shall be distributed in accord with the City's ticket distribution policy and Alabama law.

ii. Licenseses acknowledges that the Council of the City has determined the Magic City Classic serves a "public purpose". Licenseses agree to sell up to Twenty Thousand and 00/100 (\$20,000) of tickets to the City at the rate of twelve and 50/100 (\$12.50) Dollars per ticket. Said tickets shall be distributed in accord with the City's ticket distribution policy and Alabama law.

3. Ticket Settlement. Within two (2) business days after the expiration of the stadium certificate holders' time limit (See IV. B. I. above), all unsold tickets shall be returned by the Park Board to Licensee or its designee. Additionally, within thirty (30) days following the conclusion of the Game, Licensee or its designee shall supply the Park Board with a detailed report of the total Game Day attendance (to include by Gate) necessary for the Park Board to provide ticket settlement. Within thirty (30) days from the date that Licensee provides the Park

Board with the total Game Day attendance, the Park Board shall remit to Licensee a check for the full amount of the Park Board's ticket sale proceeds, with accompanying documentation.

4. Ticket Stubs. The Park Board shall retain all ticket stubs for a period of five (5) years after the Game date. Licensee or authorized state and local officials shall have the opportunity to examine and inspect said stubs during reasonable business hours.

5. Ticket Sales Price. Notwithstanding any other provision of this Agreement to the contrary, the Park Board agrees that it shall not sell any tickets for any amount other than the sale price printed thereon.

C. FORCE MAJEURE. Neither party shall be responsible for the performance under this Agreement when prevented from doing so by an act of God, war, riot, catastrophe, weather phenomenon, or any other legitimate condition beyond the control of either party. If such acts or conditions occur, neither party shall be liable for any damage which the other party may suffer.

D. CANCELED OR POSTPONED GAMES. In the event it is necessary to cancel a Game due to circumstances as set out in Section IV. C. hereinabove, notice shall be given by the canceling party to the other party as soon as is practicable. In the event the Game is not rescheduled in that year, it is understood the Park Board shall refund all tickets sold by the Park Board, provided said tickets are presented by the purchasers to the Park Board's office within thirty (30) days following the date of the canceled Game. However, it is understood the Park Board shall not remit any funds to Licensee after the thirty (30) days provided to ticket purchasers to present tickets to the Park Board's office for refund. Any funds not refunded to the ticket purchasers within said thirty (30) days is the property of Licensee and, forty-five (45) days after the date of the canceled Game, the Park Board will pay all funds to Licensee. After such payment to Licensee, the Park Board and or the City shall not be liable in any manner or under any circumstance to any ticket purchaser for any refunds, all refunds shall be the responsibility of Licensee.

E. CONCESSIONS AND ROYALTIES. Annually during the term of this License Agreement, Licensee and the authorized Concessionaire at Legion Field shall execute a Concessionaire Agreement substantially in the form attached hereto as Exhibit A and subject to the approval of the Park Board. The Park Board will upgrade concession i.e. accepting debit cards at all counters, enhance cleanliness of concession areas.

F. PARKING & SHUTTLE SYSTEM. The Park Board shall be entitled to all proceeds for parking fees on Legion Field Stadium grounds. The Park Board shall furnish 320 free parking passes on the "Officials Parking Lot" for use by Licensee. Licensee may dispense said passes at its discretion. The Park Board shall also provide free parking for the team buses and band buses of the two institutions. Team buses shall be allowed to park inside the stadium area immediately adjacent to the "College Dressing Rooms." Band buses shall park in the area designated for band buses. The "Police Parking Lot" on the Legion Field Stadium grounds shall be used to park official vehicles for various law enforcement agencies serving the stadium. The Park Board shall have total discretion in the setting of parking fees for the various locations of

the Legion Field area. This shall not include the "Officials Parking Lot" or "Police Parking Lot" which shall be free of charge. The Park Board shall bear the full expense for the printing of parking tickets and passes.

Additionally, the City shall provide at its expense, an off-site shuttle/transportation system for spectators with the appropriate number of buses as the City and Park Board deem necessary to accommodate the spectators, with cueing lines, signage, staffing, pick-up locations, radios, resident parking permits, and High Occupancy Vehicle.

G. DRESSING ROOMS. Licensee shall have full use and control of the "College Dressing Rooms" adequate space for eighty (80) players to dress in each dressing room and the dressing room equipment on the Game day and practice days.

H. PRACTICE. The two institutions participating in the Game shall have free access to Legion Field and its dressing rooms, et al. for practice purposes during the entire day each Friday preceding the Game. On or before Tuesday preceding the Game, Licensee shall furnish to the Park Board the practice schedule for Legion Field and will coordinate such schedule with the Park Board Director.

I. EQUIPMENT. The Park Board shall supply the usual Legion Field football paraphernalia and equipment, including, but not limited to, adequate lighting for night games, adequate lighting as required for day or night telecasting, goal posts, chain and down marker equipment, team benches, connections for telephone equipment, and field markings in accordance with the rules and regulations of the National Collegiate Athletic Association (NCAA). The equipment supplied by the Park Board shall not include sideline heating or cooling devices nor any team equipment or individual play equipment for the team players.

J. LICENSEE CONTROL. On the Game day and practice days, Licensee shall have the full right of control of the playing field, sidelines and press box, other than the "P.A. Room" and "Computer Room" and the Park Board Director's room/Radio room. The Park Board Director shall have control of the Park Board Director's room/Radio room and all seats within said room. The Park Board Director may issue twelve (12) All Access visitors' and/or workers' passes. Additionally, there are two (2) large suites and fifteen (15) sky boxes located adjacent to the press box. Four (4) of the sky boxes will be under the control and discretion of the Mayor, City Council and Park Board; however, each person admitted to a sky box shall have a Credential and/or a Game ticket. The Park Board shall furnish heavy hors d'oeuvres and non-alcoholic drinks in the two (2) large suites. The cost to the City for the suites and hors d'oeuvres shall not exceed Fifteen Thousand (\$15,000) Dollars each year during the term of this Agreement, or any extension thereof. Each of the sky boxes shall be open to Licensee four (4) hours before commencement of the Game until two hours after the close of the Game.

K. PERSONNEL. The Park Board shall provide or cause to provide, at no cost to Licensee, other than Game officials, the following including, but not limited to, ticket sellers, ticket takers, police officers, first aid personnel, parking lot personnel, sideline gatemen, scoreboard operator, press box attendant, public address announcers, elevator operators, plumbers, electrician,

telephone operator, paramedics and supervisory personnel. Enhancing attendee experience by providing an in game camera, operator and technology for wireless microphone capabilities to cover the field. Licensee shall supply, at no cost to the Park Board, all statistical informational personnel assigned to the press box, as well as all Game officials and "chain gang" personnel. Licensee shall pay for any other additional personnel and such other personnel not normally provided during such stadium events. Licensee shall have the prior right of approval of or the right to provide all public-address announcers.

The Park Board shall be solely responsible for the selection and hiring of ticket takers for the Game.

The Parties agree that Licensee shall provide a minimum of 125 responsible, trained and managed usher personnel to adequately handle, control and impose reserved seating and provide a minimum of 50 security individuals to conduct bag searches upon entry into Legion Field stadium. In consideration of the before mentioned services provided by Licensee, the City agrees to reimburse Licensee for its costs. The City shall reimburse Licensee or its designee up to Fifteen Thousand and 00/100 (\$15,000) Dollars of expended costs. The costs to the City shall not exceed \$15,000. Licensee shall submit a detailed invoice (including but not limited to documentation of costs, expenses and outlay) relating to the trained ushers and bag security personnel to the City no later than twenty (20) days following the Game. The City shall pay Licensee or its designee within ninety (90) days following submission of and approval of said invoice by the Mayor or his designee. The City shall not be liable or responsible for any accident, loss or damage occurring to or in connection with the trained ushers and bag security personnel, nor shall the City be liable for any injury to property, persons, visitors or guests in connection with the trained ushers and bag security personnel. Licensee shall ensure that the entity providing the usher personnel shall (i) indemnify, defend, save and hold harmless the City, its officers and employees from all actions, causes of actions, claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the operations of the trained ushers and bag security personnel or any act or omission of the trained ushers and bag security personnel, and (ii) ensure that all trained ushers and bag security personnel are covered by appropriate insurance including but not limited to worker compensation.

The City shall provide pre-game and post-game police escorts for ASU and AAMU football teams, ASU and AAMU bands, game officials and ASU and AAMU Universities presidents' motorcade.

L. RENEGOTIATION AND MODIFICATIONS. The parties hereto may by mutual consent renegotiate, modify, alter, and/or amend this Agreement to adapt to changed circumstances. Notwithstanding the foregoing, no such modification shall be binding unless the same shall be in writing and signed by Licensee, the City and Park Board.

M. TELEVISED GAMES. If Games are to be televised, the Park Board shall furnish the appropriate space and facilities for the television equipment inside and outside Legion Field. The Park Board shall not be required to furnish the television personnel or supporting personnel

with food or refreshments. The lighting for each Game will be equal to or shall exceed all television requirements and, if additional lighting is required, it shall be installed and provided for the Game at no expense to the Licensee. Legion Field supervisory personnel shall be available to consult with and shall accommodate the television personnel with regard to telecasts.

N. PRESS BOX. Licensee shall furnish the Park Board with an adequate number of press box and sky box passes, not to exceed an aggregate of thirty (30), for the Park Board's personnel working in the press box and the sky box areas; with no more than twelve (12) passes being for the press box. The Park Board will furnish, prior to each Game, a list of its personnel working in the press box and a description of their respective job functions. The Park Board shall not be required to supply food or refreshments for persons in the press box.

O. KICK OFF TIME. Licensee shall be responsible for setting the kick off time, the official time for the Game to begin, and shall publicize the kick off time.

P. TEAM PHYSICIANS. The two institutions participating in the Game shall furnish their own team physicians but may use any available stadium medical and facilities, if needed.

Q. ACTIVITIES. All pre-Game, during the Game, half-time, and post-Game activities shall be under the direction of Licensee. All activities requested shall be subject to approval by the Park Board Director.

R. PUBLIC ADDRESS ANNOUNCEMENT. All public address announcements and scoreboard messages before, during or after the Game shall be under the control and discretion of Licensee, except those advertising messages which will be displayed on the scoreboard's message centers advertising the sponsors of the scoreboards or sub-advertisers as allowed in the Park Board's contract with the scoreboard installer. All such messages will be displayed only during TV time-outs unless otherwise approved by Licensee. The content of each of the messages shall be subject to the reasonable approval of Licensee except those announcements in the general public interest or of an emergency nature.

Notwithstanding the above the Licensee shall provide to Park Board and the City not less than two (2) thirty (30) second advertising time slots prior to the Game's half time and not less than two (2) thirty (30) second advertising time slots following the Game's halftime for a total of four (4) thirty second advertising slots at no cost to the Park Board or the City. Said advertising time slots shall be to promote the City's cultural, recreational, quality of life, and other amenities to attract new residents, corporations and tourist trade. All advertising relating to the promotion of the City shall be the exclusive responsibility of the Mayor or his designee.

S. WORKERS' BADGES. Licensee shall provide the Park Board with workers' badges and all personnel working at Legion Field shall wear such a badge. Police officers, concession workers and other personnel easily identifiable by appropriate uniform shall be exempt from workers' badge requirements.

T. APPLICABLE LAWS. It is understood that this Agreement shall be interpreted in accordance with the laws of the State of Alabama. Licensee, the City, and the Park Board shall abide by all federal, state and local laws and ordinances. Neither party shall discriminate based on race, creed, color, sex, national origin, religion, age, or physical handicap in the execution of this Agreement.

U. NO ASSIGNMENT. The rights granted any party under this Agreement may not be assigned absent the express written consent of the duly authorized agents of the other parties; however, the City and the Park Board acknowledge that Licensee has hired a Promoter and hereby consent to certain rights and obligations of Licensee being passed through to such Promoter.

V. EXECUTION WARRANTY. The representative of the Licensee in executing this Agreement, warrant that they sign as a properly authorized representative of Licensee and do not assume any personal liability for meeting the terms and conditions of this Agreement. The representatives of the Park Board and the City of Birmingham, in executing this Agreement, warrants that they sign as properly authorized representatives of the City and the Park Board, and do not assume any personal liability for meeting the terms and conditions of the Agreement. ASU and AAMU warrant Promoter is their agent and ASU and AAMU shall be liable and responsible for all conditions and terms agreed to by Promoter on their behalf.

W. SUBJECT MATTER. The subject matter of this Agreement is unique and there can be no substituted performance without an additional written Agreement signed by all parties.

X. BINDING DATE. This Agreement shall not be binding until signed by all parties hereto.

Z. NOTICES. All notices regarding the subject matter of this Agreement shall be sent to the following persons at the following locations:

To the Park Board: Birmingham Park and Recreation Board
Attention: Park Board Director
400 Graymont Avenue, West
Birmingham, AL 35204

To the City: City Clerk Office
City of Birmingham
710 North 20th Street, Suite 300
Birmingham, AL 35203

To ASU: Alabama State University
Office of the President
915 S. Jackson Street
Montgomery, AL 36104

To AAMU: Alabama A&M University
Office of the President
4900 Meridian Street N.
Normal, AL 35762

AA. SIGNAGE AT LEGION FIELD. During any Magic City Classic Game conducted under the terms of this Agreement, the Park Board shall not permit any signage or banner in the Legion Field Stadium other than the signage permanently affixed to the scoreboards, except advertisement of those entities advertisement rights based on a prior Agreement with the Park Board or except with the prior written consent of Licensee, which shall not be unreasonably withheld.

BB. PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement is intended to, nor shall be deemed to, constitute a partnership or joint venture between the parties hereto.

CC. INDEMNIFICATION. Licensee shall cause its Promoter to indemnify and hold the Park Board, and the City of Birmingham, their employees and agents harmless from and against any and all liability, cost, expense, (including a reasonable attorneys' fee), demands, actions, causes of action, suits or other legal proceedings arising out of, or in connection with, any negligent act, or omission to act, of promoter, to the extent allowed by Alabama law. Licensee acknowledges that their obligations under this paragraph shall survive the termination of this Agreement.

DD. INSURANCE. Throughout the term of this Agreement, Licensee agrees to maintain, at no additional cost to Park Board or the City of Birmingham, a policy or policies of comprehensive public liability and property insurance coverage covering the Stadium and the Stadium operations relating to all activities allowed under this license hereunder in limits not less than:

- i. \$1,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, one person;
- ii. \$2,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, more than one person;
- iii. \$1,000,000.00 for any occurrence resulting in damage to, or destruction of any property.

At least 30-days prior to the Game, Licensee shall furnish to the Park Board and City a certificate or certificates of insurance naming the Park Board and City as "***Additional Insureds***" and in a form satisfactory to the Park Board and City. All certificates of insurance shall provide thirty (30) days written notice be given to the Park Board and the City before a policy(ies) of insurance is canceled, materially changed, or not renewed.

EE. TAXES. ASU and AAMU are tax exempt from sales tax on goods and services and ticket sales. To the extent that ASU and/or AAMU are not tax exempt, nothing herein shall be construed as intent to exempt ASU and/or AAMU from the payment of any business license fee

or taxes (local, county, state and/or federal) which are customarily payable in connection with the operation of similar Games in the City of Birmingham.

Licensee acknowledge and agree that the City has the right to deduct from the total amount of consideration to be paid, if any, to Licensee under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Licensee.

FF. CONTRACT COMPLIANCE. It is agreed that auditors representing the Park Board and the City during the term of this License Agreement shall have free access, at reasonable times during normal business hours to all books and records maintained by Licensee relative to Section II of this License Agreement and to all receipts constituting gross receipts, profits and expenses relating to paid attendance. The City of Birmingham's Internal Audit and Contract Compliance Division of the Mayor's Office shall have the right to monitor this License Agreement for compliance.

GG. SEVERABILITY. If any provision of this Agreement is determined to be illegal by a court of competent jurisdiction, this Agreement shall remain valid as if such provision had not been contained therein unless the omission of such provision materially changes the substance of this Agreement as a whole.

HH. MISCELLANEOUS. During the term of this Agreement Licensee, Park Board, and the City agree to work together to promote October as Breast Cancer Awareness month. The parties will work cooperatively to amplify Breast Cancer Awareness through the "Birmingham Goes Pink" campaign or in any other way the parties may agree.

II. ENTIRE AGREEMENT AND MERGER. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter and time period hereof and all previous representations, undertakings, and prior agreements related to the same, whether oral or written, have been merged herein. No modification or amendment of or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

JJ. WAIVER AND ADDITIONAL REMEDIES. Reference in this Agreement to any particular remedy shall not preclude the City or Park Board from any other remedy it may have at law or in equity or otherwise. The City's or Park Board's failure to seek redress for any violation or to insist upon performance of any covenant or condition of this Agreement shall not prevent the City or Park Board from seeking redress for a subsequent violation. No provision of this Agreement shall be deemed to have been waived by the City or Park Board unless specific Waiver is provided by them in writing.

KK. NON-DISCRIMINATION. Licensee shall not discriminate against any employee or any person desiring to attend or participate in the Classic on the basis of race, political affiliation, religion, sex, national origin or handicap.

LL. SOLICITATIONS, COLLECTIONS. Licensee shall not attempt or authorize any

solicitations or collections of money at Legion Field without the prior written consent of the Park Board.

MM. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be deemed to create any joint venture or principal-agent relationship or partnership between the parties, and neither party shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

NN. INDEPENDENT CONTRACTOR. Neither Licensee nor its employees are considered to be employees of the City or Park Board for any purpose whatsoever. Licensee further agrees that neither it nor its employees are entitled to any employment benefits from the City or Park Board as a result of this Agreement, whether under the provisions of the Workers' Compensation Act of the State of Alabama, the provisions of the Merit System as now enacted or hereafter amended or any employment laws, rules or regulation.

OO. RELATIONSHIP; NO THIRD PARTY BENEFICIARY. The parties agree that neither this Agreement nor any act of the parties shall be deemed or construed by either of the parties or by third persons to create any relationship of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between them other than *as* set forth herein. Neither party shall have the right to make any representations for or on behalf of the other. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary or otherwise.

PP. IMMIGRATION ACT COMPLIANCE. (a) Licensee represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535, as amended (the "Act") and that, during the performance of this Agreement, UAB shall participate in the E-Verify program as required under the terms of the Act. (b) By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. (c) Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

QQ. BINDING DATE: This Agreement shall not be binding until signed by all the parties hereto. A fully executed copy of this Agreement may serve as an original Agreement.

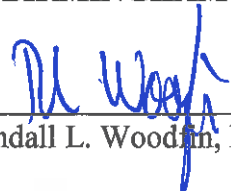
RR. AUTHORITY AND JURISDICTION: It is understood that this Agreement shall be interpreted in accordance with the laws of the State of Alabama. Exclusive jurisdiction and venue of any claim shall lie in the courts of Jefferson County, Alabama.

IN WITNESS WHEREOF, the parties, through their respective duly authorized officers and agents, have executed on the dates set forth below.

ATTEST:

CITY OF BIRMINGHAM

City Clerk

By: 
Randall L. Woodfin, Mayor

WITNESS:


BIRMINGHAM PARK and
RECREATION BOARD



By: 
Its Authorized Representative

WITNESS:

ALABAMA STATE UNIVERSITY



By: 
ASU, Legal Representative

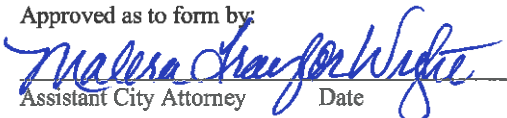
WITNESS:

ALABAMA AGRICULTURAL AND
MECHANICAL UNIVERSITY



By: 
AAMU, Legal Representative

Approved as to form by:


Assistant City Attorney Date