



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-2527-CJ

DESCRIPTION: Management Services for the Colonial Center at The University of South Carolina

DATE: February 19, 2014

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This Amendment **No.3** modifies the Requests for Proposals only in the manner and to the extent as stated herein.

## Attachments

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BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 3** IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

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Authorized Signature

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Name of Offeror

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Date

Carlin. Feb  
Fully signed

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**MARKETING SERVICES AND VIDEO SCREEN SYSTEM AGREEMENT**

**BETWEEN**

**ACTION SPORTS MEDIA, INC.**

**AND**

**UNIVERSITY OF SOUTH CAROLINA**

**Dated: August 1, 2000**

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## **VIDEO SCREEN SYSTEM AGREEMENT**

THIS AGREEMENT is being entered into effective as of the 31 day of July, 2000, by ASM\* and the Operator. ASM, the Operator and certain other capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit "A". Each of the exhibits to this Agreement constitutes an integral part of this Agreement and are fully incorporated herein by this reference.

### **ARTICLE 1.**

#### **Agreement of the Parties**

The agreement of the parties consists of this Agreement and incorporates by reference the State of South Carolina Request for Proposal 00-S2651 issued 10/26/99 and Action Sports Media's Proposal in response dated 11/9/99. In case of conflicts among the documents, they shall govern in this order: First: this Agreement. Second, the Request for Proposal. Third, the Action Sports Media Proposal .

### **ARTICLE 2.**

#### **Term of Agreement**

**SECTION 2.1. Term(s) of Agreement.** The **Initial Term** will begin on August 1, 2000 and will continue until either the date the New Arena is open or July 31, 2003, whichever occurs first. If the opening of the New Arena is delayed beyond July 31, 2003, ASM may terminate this Agreement upon written notice to the Operator not later than August 15, 2003. The **Second Term** of this Agreement shall begin on the Commencement Date defined in this Agreement and shall continue for ten (10) years. Except as limited hereinafter, the Second Term will be extended for five (5) additional one-year periods ("**Renewal Terms**") unless either party gives the other party notice of termination 60 days prior to the expiration of the Second Term or any of the one-year Renewal Terms. The **Final Term** of this Agreement specifically and solely covers Naming Rights. Naming Rights may be granted at any time after August 1, 2000 and shall extend for fifteen (15) years from the Commencement Date defined in this Agreement. **Term** as used herein refers to the period covered by the **Second Term** and **Renewal Terms**. Notwithstanding any provision herein to the contrary, the combined Initial Term and Term of the rights granted by the Operator to ASM herein shall not extend beyond eighteen (18) years from the initial start date of this Agreement (August 1, 2000 to July 31, 2018).

**SECTION 2.2. Second Term Upon Acceptance of System.** If the Operator accepts the System in accordance with Section 4.3 of this Agreement and, with the prior written approval of ASM, which consent may be withheld in ASM's sole discretion, makes use of the System prior to the Commencement Date, the Second Term of this Agreement shall commence as of the date of such use but the termination date of the Second Term shall remain 10 years from the Commencement Date defined in Exhibit "A".

### **ARTICLE 3. Grants of Licenses**

The Operator hereby grants to ASM a license during the Initial Term and Term to (a) install the System, (b) exclusively market and sell Local Spots on the System and the Football System, (c) exclusively market and sell National Spots on the System and the Football System, (d) exclusively market and sell all Venue Signage and (e) exclusively market and sell Corporate Marketing, and (f) exclusively sell Naming Rights, in each case, in accordance with the terms and conditions of this Agreement. The individual elements covered by this grant of rights and the corresponding effective time periods of these rights are delineated in Exhibit "D". The Operator further grants to ASM during the Initial Term and Term the right to use the existing fiber optics systems and lines within the Venue for transmission and reception of information, video, audio and data during all Home Games. The Operator further grants to ASM the exclusive right to market Suites, on terms set by the Operator and using contract forms provided and executed by the Operator. Suites are defined as the forty-one (41) private suites in the Arena, four (4) of which are excluded for Operator use. Of the remaining thirty-seven (37) suites, twelve (12) are designed to be licensed for up-front monies to be used during construction. These twelve suites will be licensed for \$50,000 per year for a ten (10)-year period with full payment due during the first quarter of 2002. Owners of these twelve (12) suites will have use of these suites for an additional two-year period at no additional charge. ASM will earn a 15% commission for the licensing of these twelve (12) suites. The remaining twenty-five (25) private suites will be licensed on an annual basis at terms mutually agreed upon by Operator and ASM. ASM will earn a fifteen percent (15%) commission for the licensing of these twenty-five (25) suites. The club and four (4) Athletics Department entertainment suites are excluded from this Agreement; however, in the event Operator elects, at a later date, to license these suites, ASM will act as the Operator's agent at a fifteen percent (15%) commission rate. The Operator will establish suite pricing in consultation with ASM. The Operator shall remit ASM's commission on any commissionable suite license revenue received by the Operator within thirty days of receipt of such revenue or upon execution of this Agreement, whichever is later, excepting only commission on the sale of the first ten (10) suites sold for upfront monies. The seven hundred and fifty thousand dollars (\$750,000.00) commission on the first ten (10) suites sold for upfront monies shall be paid to ASM as follows. Beginning in the sixth Fiscal Year of the Second Term or in the first Fiscal Year in which revenue reaches the highest tier defined in 8.4.2.2, whichever is sooner, Operator shall make annual payments to ASM of seventy-five thousand dollars (\$75,000.00) on or before July 31. Operator shall pay to ASM the remaining unpaid balance of the seven hundred and fifty thousand dollars (\$750,000.00) commission on such suites on or before July 31 of the tenth (10<sup>th</sup>) Fiscal Year of the Second Term.

### **ARTICLE 4. Installation of the System**

**SECTION 4.1. ASM's Obligations.** ASM shall be responsible for installation of the System in the New Arena at a location approved by ASM and the Operator. The obligations of ASM hereunder shall include providing any television monitors and necessary hardware for installation of such monitors comprising a part of the System and providing all conduit and wiring from the large video screen to the control room and from the television cameras to the control room. ASM shall complete installation, subject to force majeure, based upon an installation schedule mutually acceptable to ASM and the Operator. ASM shall use its commercially reasonable efforts to complete installation a sufficient amount of time prior to the Commencement Date to permit the Operator to accept the System pursuant to Section 4.3 of this Agreement no later than the Commencement Date. If any structural modifications to the New Arena are required to permit installation of the System, the Operator agrees to cooperate in obtaining approval of all plans for such modifications from any required governmental entities, and to pay for such modifications. ASM may from time to time during the Term at its sole discretion provide additional equipment to upgrade the capabilities of the System.

**SECTION 4.2. The Operator's Obligations.** The Operator shall be responsible for providing (a) all of the items and materials required of "Customer" in the Full Service Maintenance Agreement, (b) all wiring, conduits and other peripheral items to the site for installation of the television monitors and all wire, conduit and peripheral items necessary to provide electrical power to the control room, a large video screen, television monitors and television cameras, (c) suitable space at the site of the New Arena for the storage of the System components and the prosecution of the installation of the System, (d) access to the New Arena site at such times as ASM or its contractor and subcontractors may reasonably request by giving the Operator notice thereof, (e) for that space, lighting, utilities (including primary electric power) and other requirements for the System and those other services and equipment required to install the System, needed by ASM, its contractor and subcontractors, (f) a sound system sufficient to fully integrate with the capabilities and requirements of the System, (g) installing all monitors with the hardware provided by ASM, (h) equipment, conduit and wiring sufficient to provide RF signal to all television monitors and (i) such rights of access and other assistance as ASM may reasonably require to facilitate installation of the System. The Operator hereby represents that the New Arena is sufficient structurally to support the System after installation is complete.

**SECTION 4.3. System Acceptance.** Upon completion of installation of the System, ASM shall so notify the Operator. The Operator may inspect the System at any time within twenty (20) days after receipt of such notice of completion. If the Operator timely inspects and approves the installation or fails to timely inspect the installation, then, in either such event, the Operator shall be deemed to have accepted the System as of the end of such twenty (20) day period. If the Operator notifies ASM of any reasonable objections to the completed installation then ASM shall remedy any such objections and upon completion of such additional work to the satisfaction of the Operator, the System shall be deemed accepted by the Operator, subject to ASM's obligations as set forth in Section 5.1 herein.

**SECTION 4.4. Logos.** The Operator hereby consents to and agrees to allow to appear, and not remove, deface, alter or obliterate, the Sony, "JumboTron"® and ASM (or its affiliate or assumed business name) logos that may be placed by Sony or ASM on the bottom fascia of the large video screen, unless the same must be temporarily covered by any league rules or the requirements of any event sponsor using the Venue for a particular limited event. Sony is a direct and intended third party beneficiary of this Section 4.4

## ARTICLE 5.

### Maintenance of the System and Utilities

**SECTION 5.1. ASM's Obligations.** ASM agrees for the Term, at its own expense, to provide, or cause to be provided, all of the services and maintenance functions required of Sony for the System, as set forth in the Full Service Maintenance Agreement. Notwithstanding the foregoing, ASM shall have no obligation to repair, service or perform maintenance on the System to the extent that such is directly or indirectly caused or necessitated by (i) any act of the Operator or any employee, agent, licensee or contractor of the Operator, (ii) any spectator, customer, invitee, or customer attending an event at the Venue, any trespasser into the Venue or any other person who is not an employee, agent or contractor of ASM, (iii) any failure of the Operator to perform its obligations under this Agreement or (iv) any other act that would otherwise excuse performance by Sony under the Full Service Maintenance Agreement. ASM shall also provide to the Operator the full benefit of any other warranties obtained by ASM from manufacturers of other equipment comprising the System. Upon the expiration of the Term or the termination of this Agreement for any reason, ASM's obligations under this Section 5.1 shall cease and shall be assumed by the Operator. At no time shall ASM have any obligation for maintenance or repair of the Football System.

**SECTION 5.2. The Operator's Obligation.** The Operator agrees that once the System is installed and accepted by the Operator in accordance with Section 4.3, the Operator will keep every part of the System clean and maintained in good order, condition and repair except to the extent that such duties are otherwise covered by the obligations of ASM as set forth in Section 5.1. Without limiting the foregoing, the Operator shall be responsible for all wiring, ventilation, air conditioning and similar electrical and video equipment used in connection with operation of the System. The Operator shall also be responsible for performing all of the duties of "Customer" under the Full Service Maintenance Agreement. This Section 5.2 does not create any obligation on the part of the Operator to repair damage by fire or other casualties. All compensation-related expenses of personnel engaged in the operation of the System shall be the responsibility of the Operator. Upon the expiration of the Term or the termination of this Agreement for any reason, the Operator shall assume all of ASM's obligations under Section 5.1. If the Operator fails to perform any of its obligations under this Section 5.2, upon reasonable notice to the Operator ASM may, but is not obligated to do so, perform such obligations or hire a third party to perform such obligations and the Operator shall reimburse ASM for all costs incurred by ASM in performing or causing such obligations to be performed. The Operator agrees to maintain the Football System in good operating condition for the Term of the contract.

**SECTION 5.3. Alterations.** The Operator shall not make any alterations to the System without the prior written consent of ASM which may be withheld, delayed or conditioned in the sole discretion of ASM. If any alterations are permitted by ASM, they shall be (a) made in accordance with all applicable laws, (b) completed in a good and first-class workmanlike manner in accordance with plans and specifications approved in writing by ASM, (c) promptly paid for by the Operator and (d) will become the property of ASM unless and until the Operator purchases the System.

**SECTION 5.4. Utilities.** The Operator shall pay for all of the requirements for all utilities, including, without limitation, electricity, and shall also pay for ventilating and air conditioning required for operation of the System and shall be responsible for all wiring necessary to install and connect the System. In no event shall ASM ever be liable to any suppliers of any utilities for services contracted for and/or used in connection with the System.

## **ARTICLE 6.** **Use of the System**

**SECTION 6.1. Training of Operator Employees as to the Operation and Maintenance of the System.** As soon as is practicable following the Operator's acceptance of the System in accordance with Section 4.3, ASM shall train employees designated by the Operator as to proper operation and maintenance of the System. Until the expiration of the Term, or the termination of this Agreement for any reason, whichever occurs first, ASM agrees to provide additional training to employees of the Operator upon request from the Operator at such time and place as ASM may reasonably schedule. The Operator shall be responsible for paying all reasonable cost and expense incurred by ASM in providing such additional training. In the event that ASM installs new equipment, ASM will make reasonable efforts to negotiate operator training to be included with the equipment, but Operator shall be responsible for reasonable expenses required to provide such training.

**SECTION 6.2. Production of Programming.** ASM agrees to be solely responsible for arranging and producing Programming for broadcast on the System and the Football System during Home Games. The Operator shall have the right to approve all Programming prior to their broadcast on the System, provided that the Operator shall not unreasonably withhold, delay or condition such approval. ASM shall provide a game log prior to each game, which specifies the timing and/or order of elements to be broadcast before, during and after the game. Operator agrees to broadcast Programming according to the game log. Operator agrees to be responsible for coordinating and producing live promotional events to fulfill in-game sponsorship agreements sold by ASM. To the extent that sufficient approved Programming is not available for broadcast at any time, then the Operator and ASM shall agree upon a schedule of live shots, instant replays and other program elements to fill broadcast time not used for either approved Programming or Advertising Spots. If the Operator requests ASM to produce Programming which would be unique to the Operator and ASM agrees to produce such Programming then the Operator shall be responsible for reimbursing ASM for all reasonable costs of production of such Programming. Operator shall own and retain all copyrights in the unique programming produced at its request. ASM shall own and retain all other copyrights in the Programming.

**SECTION 6.3. Advertising Spots.** ASM agrees to be solely responsible for arranging and producing all Advertising Spots, other than Reserved Spots, for broadcast on the System during Home Games. If the Operator requests ASM to produce Reserved Spots and ASM agrees to produce such Reserved Spots, then the Operator shall be responsible for reimbursing ASM for all reasonable costs of production of such Reserved Spots. ASM shall own and retain all copyrights in the Advertising Spots that it produces but the advertiser for whom such Advertising Spot was produced shall have a perpetual royalty-free right to broadcast the Advertising Spot on the System. The Operator shall provide a videotape of the entire game day program to ASM within 7 days after each event at which the system was used to generate Advertising Revenue.

**SECTION 6.4. Additional Use of the System.** The Operator shall have the right to make use of the System at no charge during Home Games and during any non-commercial event sanctioned by the Operator ("Outside Event") provided the large video screen component of the System is in place at the time the Outside Event is planned. ASM shall have no obligation to provide any support or Programming in connection with any Outside Event. The Operator shall be responsible for any loss or damage to the System resulting from any Outside Event and shall indemnify and hold ASM harmless, to the maximum extent permitted under South Carolina law, from any loss, cost or expense (including attorney's fees) which ASM may incur as a result of any Outside Event or in defending any claim against ASM arising out of an Outside Event. Note: University of South Carolina has advised ASM and ASM acknowledges that South Carolina law currently does not allow Operator to indemnify ASM. The Operator and ASM shall establish a price sheet for use of the System during commercial events produced by third parties intended to generate revenue.

**SECTION 6.5. Naming Rights.** ASM may sell from time to time the rights to display a company name and/or logo on the exterior of the New Arena and at the center of the ice floor of the New Arena. The Operator shall have the right to approve the sponsor and name, such approval not to be unreasonably withheld. In any case where Naming Rights are sold, the Operator agrees to use the sponsored name in all promotional materials and activities throughout the Term and Final Term of this Agreement, and to allow the name to be displayed on up to three places on construction fencing during arena construction, subject to local ordinances.

## **ARTICLE 7.**

### **Advertising Spots/Venue Signage/Corporate Marketing**

**SECTION 7.1. Marketing and Sales of Corporate Marketing.** Subject to Exhibit "D" attached hereto:

7.1.1 **New Arena.** Until the expiration of the Term or the termination of this Agreement for any permitted reason, whichever occurs first, ASM shall be solely responsible for and shall have the exclusive rights to market and sell Corporate Marketing during Home Games at the New Arena.

7.1.2 **Williams-Brice Stadium.** Beginning July 1, 2003 and continuing until the expiration of the Term or the termination of this Agreement for any permitted reason, whichever occurs first, ASM shall be solely responsible for and shall have the exclusive right to market and sell Corporate Marketing during Home Games at Williams-Brice Stadium."

**SECTION 7.2. Marketing, Sales and Broadcast of Advertising Spots.** . Subject to Exhibit "D" attached hereto:

7.2.1 **New Arena.** Beginning on the Commencement Date and continuing until the expiration of the Term or the termination of this Agreement for any permitted reason, whichever occurs first, ASM shall be solely responsible for and shall have the exclusive right to market and sell Advertising Spots on the System during Home Games at the New Arena.

7.2.2 **Williams-Brice Stadium.** Beginning July 1, 2001 and continuing until the expiration of the Term or the termination of this Agreement for any permitted reason, whichever occurs first, ASM shall be solely responsible for and shall have the exclusive right to market and sell Advertising Spots on the Football System during Home Games at Williams-Brice Stadium. Advertising Spots with audio content shall be broadcast only until 25 minutes prior to kick-off and after the end of the game. ASM will make reasonable efforts to sell inventory without including public address announcements at Williams-Brice Stadium. In the event ASM finds it necessary to include football public address announcements in a sponsorship package, such public address announcements will be limited to no more than one 10-second announcement per quarter. ASM agrees that the Reserved Spots shall be broadcast at no cost to the Operator during Home Games. Instant replays may be closed with billboard displays not to exceed 3 seconds in duration, and a discreet corner or translucent logo may be displayed during live action and replays.

**SECTION 7.3. Marketing, Sales, Installation and Display of Venue Signage.** Subject to Exhibit "D" attached hereto, beginning July 1, 2001 and continuing until the expiration of the Term or the termination of this Agreement for any permitted reason, whichever occurs first, ASM shall be solely responsible for and shall have the exclusive right to market, sell, install and display Venue Signage, excluding Existing Signage during the term of the existing agreement between Operator and the advertiser and any renewal options which the advertiser can exercise in its sole discretion. The design and location of all venue signage installed in accordance with this Section 7.3 shall be as mutually agreed upon by the parties.

**SECTION 7.4. Operator Approval of Advertising Spots, Signage, Sponsors and Scheduling.** The Operator shall have the right to approve in advance all sponsors, Advertising Spots, and Venue Signage, provided that i) such approval shall not be unreasonably withheld, and ii) that such approval may only be withheld in accordance with established Operator policies. A copy of the current policies is attached as Exhibit F. Operator agrees to promptly provide any changes to such policies. Failure of Operator to provide approval within 48 hours of ASM's request shall be deemed as approval of content. For purposes of this Section 7.4, ASM understands and



agrees that all requests for approval of sponsors, Advertising Spots and Venue Signage shall be submitted in writing to Senior Associate Athletics Director John Moore or such other individual as the Operator may designate in writing to ASM. Operator recognizes and affirms that ASM shall be the sole deciding party in scheduling advertising spots and video content, in accordance with the terms of section 7.2, provided also that ASM shall not schedule advertising to interfere with the normal functions of the public address announcer and marching bands, and shall try at all times to create a positive, enthusiastic fan environment.

**SECTION 7.5. Restrictions Affecting Advertising Spots, Venue Signage and Corporate Marketing**

**Rights.** Until the expiration of the Term or the termination of this Agreement for any reason, the Operator will not permit to be constructed and, if constructed will exercise its best efforts to cause the immediate removal of (i) any fixed advertising panels other than the Venue Signage sold by ASM pursuant to Section 7.1 or Existing Signage or (ii) any system for broadcasting spot advertising in the Venue. In marketing and selling Advertising Spots, Venue Signage or Corporate Marketing, ASM may grant product or category exclusive rights to advertisers as it deems appropriate, with Operator approval, such approval not to be unreasonably withheld. Operator may allow temporary signage in the Venue which advertises in categories for which ASM has granted exclusivity whenever Operator, in its reasonable discretion, determines that agreeing to allow such competitive signage during an event (other than a Home Game) is necessary in order to book that event. ASM signage will not be covered at any regular season game, and will only be covered (i) at events where all signage is required by NCAA or SEC regulations to be covered, or (ii) at University of South Carolina academic events such as commencements and convocations, or religious events, for which there are no admission charges and for which the University of South Carolina determines that the nature of the event warrants the coverage of all commercial signage. Corporate Marketing Agreements relating to football games will be subject to Operator approval, such approval not to be unreasonably withheld. The Operator agrees that except as may be required by law, it will honor and cause licensees authorized by the Operator to use the Venue to honor the exclusive rights granted by ASM to advertisers in Advertising Contracts entered into pursuant to Section 7.1. Basketball courtside signage and officials tables, and temporary hockey signage and dasher board signage and Williams-Brice Stadium ramp signs are specifically excluded from this Agreement, except for the center ice naming rights provided in Section 6.5.

**SECTION 7.6. Cooperation and Assistance in Marketing and Sales Activities.** ASM agrees to cooperate whenever possible with the Operator in marketing Advertising Spots, new Venue Signage and Corporate Marketing to advertisers and sponsors with whom the Operator maintains an ongoing relationship; provided, however, such cooperation shall not limit in any manner the right of ASM to market Advertising Spots, Venue Signage or Corporate Marketing to potential advertisers. ASM and the Operator shall each use their best efforts to cause those advertisers with Existing Signage to upgrade and/or relocate their Existing Signage and, if successful in doing so, the current agreement with such advertiser shall be terminated by mutual agreement of the parties thereto and the advertiser will enter into a new Advertising Contract with ASM. If and as requested by ASM, the Operator shall use its best efforts to cooperate with and assist ASM in promoting and selling Advertising Spots, new Venue Signage and Corporate Marketing in an effort to maximize the Advertising Revenue which may be realized during the Term of this Agreement. Without limiting the foregoing, the Operator agrees to make best efforts to (a) support the use of Advertising Spots on the System and the Football System, Venue Signage and Corporate Marketing in verbal and written communications to its alumni and supporters, (b) encourage its athletic staff to attend marketing functions planned and conducted by ASM to promote the System and the Football System, (c) make available to ASM without charge at least the following:

- (i) For home football games: fifty (50) season tickets and twenty-five (25) parking spaces,
- (ii) In the new arena: For men's basketball games: ten (10) lower level season tickets located between the baselines and ten (10) upper level season tickets located between the baselines and twenty (20) additional tickets to each game and fifteen (15) parking spaces for mens basketball games, and
- (iii) For women's basketball games, twenty (20) season tickets and fifteen (15) parking spaces,
- (iv) tickets and parking spaces for other athletic events, as available and as mutually agreed upon by the parties.

with the understanding that Operator may be unable to provide tickets for regional tournament and post-season league events. (d) provide autographed merchandise as mutually agreed by the parties and paid for by ASM for distribution to advertisers to whom ASM has either sold an Advertising Spot or with whom ASM is negotiating such a sale, subject to applicable rules and regulations of the National Collegiate Athletic Association and the

Southeastern Conference, (e) make available to ASM affinity lists held by the Operator in a manner deemed appropriate by the Operator, (f) make available to ASM space adjacent to the Venue for pre and post game functions, (ASM understands that at the time of signing of this Agreement, there is no such space available, but that such space may become available at a later date), and (g) cooperate with ASM as to the public address announcer and marching band at the Venue relative to the audio portion of Programming and Corporate Marketing. Tickets, parking and merchandise provided for each sport in accordance with this section shall be provided in the years during which ASM signage is displayed for each respective sport. University agrees to provide ASM with sufficient office space for two salespeople and one support person during the Term. University shall not charge ASM rent for such space.

**Section 7.7. Water and Isotonic Beverage Agreements.** Upon the expiration of the agreements listed in Exhibit D for isotonic beverages and water, ASM will be solely responsible for negotiating new agreements for pouring rights and sideline rights for isotonic beverages and water. Revenue from such new agreements will be treated as Advertising Revenue. ASM will assure that the Operator derives financial and trade benefits in the new agreements equal to or greater than those that accrue to the Operator under the current agreements. The Operator shall have the right to approve such new agreements, such approval not to be unreasonably withheld.

**Section 7.8. Soft Drink Pouring Rights and Attendant Advertising Rights.** The Operator grants ASM the exclusive right to negotiate a pouring rights agreement with a soft-drink beverage company under which the beverages of the successful pouring rights vendor will be sold exclusively at the following Athletics Department venues beginning July 1, 2001 and continuing through the Term of this Agreement: Carolina Coliseum, Williams-Brice Stadium, New Arena, Sarge Frye Field, Beckham Field, Stone Stadium, Track Complex, Volleyball Competition Facility, Sam Daniels Tennis Center, and Maxcy Gregg Tennis Center. The Operator reserves the right to approve the pouring rights vendor selected by ASM, such approval not to be unreasonably withheld. Revenue received by ASM as a result of the award of the pouring rights agreement as set forth herein shall be retained by ASM and shall not be considered to be Advertising Revenue. As used herein, "pouring rights" shall not include the sale of beverages from vending machines; provided, however, the Operator agrees that it shall not place or allow to be placed vending machines in areas in Athletics Department venues open to the public attending athletic events. The Operator further grants ASM the exclusive right to negotiate advertising rights with the successful pouring rights vendor attendant to the award of pouring rights. If any pouring rights agreement includes Venue Signage, Advertising Spots or Corporate Marketing, an allocation of revenue for such will be included in Advertising Revenue, such allocation to be based on rates paid by other sponsors for comparable advertising in the Venue.

## ARTICLE 8.

### Advertising Revenue

**SECTION 8.1. Advertising Revenues from Existing Corporate Marketing or Existing Signage.** The Operator shall either (i) assign to ASM all rights to collect all Advertising Revenues with respect to Existing Corporate Marketing and Existing Signage or (ii) immediately upon the Operator collecting such amounts transmit such amounts to ASM.

**SECTION 8.2. Spectator Certificate.** On or before December 15<sup>th</sup> of each calendar, the Operator shall deliver to ASM the Spectator Certificate in the form required by this Agreement.

**SECTION 8.3. Annual Statement of Advertising Revenue.** Advertising revenues shall be accounted for by ASM on the basis of a July 1<sup>st</sup> to June 30<sup>th</sup> Fiscal Year. Prior to July 15<sup>th</sup> of each year, ASM will provide an estimate of the Pro Rata Share to which the Operator will be entitled. Prior to September 30<sup>th</sup> of each year (and if the expiration of the Term or termination of this Agreement for any other reason does not occur as of June 30<sup>th</sup>, within ninety days of such expiration or termination), ASM shall deliver to the Operator a statement of Advertising Revenue for the prior Fiscal Year, or portion thereof, certified by a duly authorized officer of ASM. Each annual statement of advertising revenue shall include a calculation of the Pro Rata Share to which the Operator is entitled.