

**GEORGIA SOUTHERN UNIVERSITY  
HEAD FOOTBALL COACH AGREEMENT**

This Georgia Southern University Head Football Coach Agreement (the "Agreement") is made effective and entered into as of January 1, 2020 (the "Effective Date") by and among the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University (the "University") and Chad Lunsford (the "Head Coach").

In consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties agree as follows:

1. **EMPLOYMENT**

Subject to the conditions stated in the provisions of this Agreement, the University hereby employs Head Coach and Head Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. Head Coach shall be employed solely and exclusively as Head Football Coach for the University during the Term of this Agreement and shall perform such duties as may be reasonably assigned in connection with the supervision and administration of the football team. Head Coach shall work under the immediate supervision of the Director of Athletics, or his/her designee, and shall confer with this supervisor on all matters requiring administrative decisions. During the term of his appointment, Head Coach agrees to devote his full attention and reasonable best efforts to such employment. He may not be assigned to or engaged in other employment for eleven (11) months out of each Contract Year during the Term without specific written consent from both the Director of Athletics and the Vice President for Business and Finance of the University. During one (1) month of the term of annual appointment, Head Coach shall be on release time. Scheduling of Head Coach's release time shall be subject to review and approval by the Director of Athletics. The parties specifically understand and agree that Head Coach may participate in sports camps or other outside work during his release time, so long as such work complies with the policies, rules and regulations of the University, the Board of Regents of the University System of Georgia, the NCAA, and the Sun Belt Conference and all other applicable laws and regulations.

2. **TERM**

2.1 **Term** The term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and expiring on December 31, 2020, unless sooner terminated in accordance with the provisions herein (the "Term"). This Agreement in no way grants the Head Coach a claim to tenure in employment or any year of employment attributable to tenure within the University.

2.2 **University Furlough** Notwithstanding any other provision of this Agreement, if the Board of Regents of the University System of Georgia and/or the President of the University implements a mandatory furlough program, requiring University employees to take a certain number of days of unpaid annual leave, during the Term, Head Coach understands and agrees that Head Coach shall not receive any annual base salary described herein during such furlough period.

3. **COMPENSATION**

In consideration for the services granted herein by the Head Coach, the University agrees to provide the following compensation to the Head Coach:

3.1 **Annual Base Salary** Head Coach's annual base salary rate shall be six hundred and eighty thousand dollars (\$680,000). Head Coach's annual salary shall be payable in equal installments at the end of each regular University pay period. Except as otherwise provided in paragraph 3.2, any increases in salary shall be subject to the discretion of the Director, the availability of funds by the University, and the policies and procedures of the University. During the term of this Agreement,

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

Head Coach's annual salary shall be payable in equal installments at the end of each regular University pay period.

- 3.2 Automobile Allowance University shall provide Head Coach with a courtesy vehicle, if available. Head Coach shall be personally responsible for insuring such vehicle and any costs associated with such coverage. Head Coach shall further be personally responsible for reporting and/or payment of any applicable taxes, registration fees, tag fees, or other expenses, including all expenses associated with personal use of the vehicle. Head Coach acknowledges that provision of the vehicle is taxable and will be reported as income.

In the event that a courtesy vehicle is not available for use by Head Coach, University agrees to pay Head Coach an annual automobile allowance in the amount of six thousand dollars (\$6,000.00) for his personal use. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary in this paragraph notwithstanding, Head Coach may use this automobile allowance for such purposes as he sees fit and Head Coach will remain responsible for reporting and/or payment of any applicable taxes.

- 3.3 Club Membership Head Coach shall receive an annual membership at Forest Heights Country Club in Statesboro, Georgia. Head Coach shall be responsible for any personal charges made by himself and/or members of his family and guests. As used in the paragraph, "personal charges" shall mean any charges or expenses that do not directly relate to Head Coach's official duties at the University. Any charges that relate to Head Coach's official duties at the University (i.e., business-related charges) shall be reimbursed by the University, subject to applicable policies and procedures; provided, however, such business-related charges do not exceed \$2,000.00 per Term (excluding the membership fee). Head Coach acknowledges that the membership fee is taxable and will be reported as income.

- 3.4 Academic Achievement Incentive If the football team achieves an average Grade Point Average ("GPA") of 2.6 or more for the Spring 2020 and Fall 2020 semesters, Head Coach shall receive a one-time payment of three thousand five hundred dollars (\$3,500.00). For clarity, this calculation is made by taking the average GPA for all players on the roster for Spring 2020 and Fall 2020 semesters and producing one number, calculated by the Athletic Academic Services staff and verified by the Office of the Registrar.

The incentive listed above shall not be paid in any contract year in which any Level 1 or Level 2 NCAA violation involving the football team results in any final disciplinary action, whether imposed by the NCAA or self-imposed by the University, unless Head Coach overcomes the presumption of responsibility as mandated and as set forth by the NCAA enforcement procedures (as applicable). The incentive listed above shall not be paid in any contract year in which the team is the subject of a post-season ban or sanctions resulting from academic activity, including a failure to comply with the NCAA APR regulations. In the event that Head Coach has already received some or all of the incentives for the contract year prior to the imposition of the ban or sanctions, Head Coach shall repay to University all such incentives received by Head Coach.

Academic performance incentives earned by Head Coach under this Section 3.4 of the Agreement will be paid by the University to Head Coach within sixty (60) days of the expiration of the contract Term, provided Head Coach is employed by the University during the entire applicable academic semesters during which the incentive was earned. This payment obligation shall survive the termination or expiration of the Agreement.

- 3.5 Athletic Competition Incentives As of the Effective Date, University will pay the Head Coach a one-time incentive where the football team achieves the below-described results:

- a. WINS

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

Head Coach shall be paid the following amounts if football team achieves the corresponding number of wins in the regular season:

- (i) Nine thousand dollars (\$9,000.00) if the team wins seven (7) games; AND
- (ii) An additional five thousand dollars (\$5,000.00) if the team wins eight (8) games; AND
- (iii) An additional five thousand dollars (\$5,000.00) if the team wins nine (9) or more games; AND
- (iv) An additional five thousand dollars (\$5,000.00) each time the team wins over an opponent that is a member of a "Power 5" conference. The "Power 5" shall be defined as the following athletic conferences: SEC, ACC, Big 10, Big 12 or PAC 12.

b. **SUN BELT CONFERENCE CHAMPIONS:**

- i. Head Coach shall be paid ten thousand dollars (\$10,000.00) if the team is officially named regular season Sun Belt Conference Champions or Co-Champions by the Sun Belt Conference; AND
- ii. Head Coach shall be paid seven thousand five hundred dollars (\$7,500.00) if the team is officially named regular season Sun Belt Conference East Division Champions or Co-Champions by the Sun Belt Conference.

c. **APPEARANCES**

- i. Head Coach shall be paid seven thousand five hundred dollars (\$7,500.00) if the team appears in any bowl game; AND
- ii. Head Coach shall be paid six thousand dollars (\$6,000.00) if the team wins any bowl game; AND
- iii. Head Coach shall be paid twenty-five thousand dollars (\$25,000.00) if the team appears in a "New Year's 6" bowl game; AND
- iv. Head Coach shall be paid seventy-five thousand dollars (\$75,000.00) if the team appears in a National Semi-Final game; AND
- v. Head Coach shall be paid one hundred and twenty-five thousand dollars (\$125,000.00) if the team appears in a National Championship game; AND
- vi. In the event that the team wins the National Championship game and title, Head Coach shall be paid one hundred and fifty thousand dollars (\$150,000.00).

d. **COACH OF THE YEAR:**

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

- i. Head Coach shall be paid seven thousand five hundred dollars (\$7,500.00) if Head Coach is named Sun Belt Coach of the Year; AND
- ii. Head Coach shall be paid eight thousand dollars (\$8,000.00) if Head Coach is nominated for any National Coach of the Year award.

The incentives listed above shall not be paid in any contract year in which any Level 1 or Level 2 NCAA violation involving the football team results in any final disciplinary action, whether imposed by the NCAA or self-imposed by the University, unless Head Coach overcomes the presumption of responsibility as mandated and as set forth by the NCAA enforcement procedures (as applicable). The incentives listed above shall not be paid in any contract year in which the team is the subject of a post-season ban or sanctions resulting from academic activity, including a failure to comply with the NCAA APR regulations. In the event that Head Coach has already received some or all of the incentives for the contract year prior to the imposition of the ban or sanctions, Head Coach shall repay to University all such incentives received by Head Coach.

Athletic achievement incentives earned by the Head Coach under this Section 3.5 of the Agreement will be paid to Head Coach no later than thirty (30) days following the end of the current season (including, if applicable, any post-season game), provided Head Coach is employed by the University at the time of the game or event corresponding to the incentive. This payment obligation shall survive the termination or expiration of the Agreement.

3.6 Benefits Head Coach shall be entitled to participate in the same benefit programs, and shall be entitled to the same sick leave benefits, as are provided to University employees, with the exception of annual leave, which is not a benefit provided under this Agreement. Head Coach is not eligible to use University, Board of Regents of the University System of Georgia, or other State of Georgia employee grievance procedures, including but not limited to those described in Human Resources Policy 2520 ("Appeals"). Head Coach may, however, bring work disputes to the attention of the Athletic Director (or his/her designee), and/or seek assistance from the University's Office of Human Resources. Head Coach is covered by applicable federal and State of Georgia equal employment opportunity statutes and nothing in this paragraph shall be construed to prevent Head Coach from utilizing the procedures for making complaints to the Office of Equal Opportunity and Title IX.

3.7 Withholdings and Deductions All compensation, bonuses, and benefits in this Agreement shall be subject to the same applicable payroll deductions (for example, State and federal taxes, FICA withholding, and retirement plan deductions) as apply to University employees and as may be required by law. It shall be the responsibility of Head Coach to determine his obligation under federal and State tax provisions to report the value of any tickets and other items of value received by him from the University or any third party under this Agreement and to pay any associated income tax. To the extent that any taxing authority claims that any benefits provided under the terms of this Agreement are for Head Coach's personal use, Head Coach agrees to indemnify, defend, and hold harmless University, the Athletic Foundation, the Board of Regents of the University System of Georgia and the State of Georgia for any tax-related liabilities they may incur related to such claims or benefits.

Head Coach understands and agrees that incentive payments may or may not be treated as pensionable earnings and that retirement contributions may be due or withheld, depending on applicable law and the particular retirement plan selected by Head Coach.

3.8 Recovery of Incentive and Supplemental Compensation In the event that any specified milestone, objective, or achievement, as set forth in this paragraph (3) entitled "Compensation" is subsequently vacated by University or the NCAA (and later affirmed by the NCAA), if such vacation is due, in whole or in part, to the wrongful actions of Head Coach, as determined by

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

University or the NCAA, Head Coach shall repay to University and/or Athletic Foundation all bonus and supplemental compensation received by Head Coach for the achievement, milestone or objective.

4. **HEAD COACH'S DUTIES**

In consideration of the annual base salary and other compensation and benefits that may become due and payable to Head Coach under provisions of this Agreement, Head Coach promises and agrees to use his best efforts to perform the duties set forth below and to devote such time, attention, and skill to the performance of those duties as necessary to perform the responsibilities of the position of head football coach of the University (consistent with the job duties customarily performed by a Division I head football coach serving other NCAA member institutions):

- 4.1 **General** To perform the reasonable duties assigned by the Director of Athletics of the University (or his/her designee), as specified in this Agreement, and to maintain the moral and ethical standards commonly expected of the head football coach as a leading representative of the football program.
- 4.2 **Commitment** Except as may be specifically authorized pursuant to other provisions of this Agreement, to devote full-time attention and energy to the duties required herein and to the promotion of the football team and the University's football program and to avoid any business or professional activities or pursuits that may interfere with the performance of his duties under this Agreement or might otherwise conflict with the University's interests.
- 4.3 **Program Management** To manage thoughtfully and capably all activities of the intercollegiate football program at the University, including, but not limited to (a) hiring and as appropriate, making recommendations to the Director of Athletics regarding employment and salary of all personnel in the Program, and (b) the assignment of duties and supervision, including discipline, of all personnel within the Program.
- 4.4 **Rules Compliance** To recognize and comply with the applicable constitution, bylaws, laws, policies, rules, regulations, and/or enforcement structures of and governing the University and its employees, the NCAA and of the Conference, as now constituted or as they may be amended during the term hereof. Head Coach shall be responsible, through education, monitoring, and oversight to ensure that all Program staff comply with the aforesaid constitution, bylaws, laws, policies, rules, regulations, and/or enforcement structures. Subject to the rules, regulations, and enforcement structures of the NCAA, Conference, or University, as applicable, the Head Coach shall be presumed responsible for any violation(s) by any coach, staff member, student-athlete or other person under the Head Coach's supervision or control, subject to Head Coach's ability to overcome any such presumption. Head Coach shall have an affirmative obligation to monitor the Program for compliance matters and to immediately inform the Director of Athletics of the University of any suspected violation and fully cooperate in the investigation and reporting thereof.
- Head Coach hereby agrees to cooperate fully in the NCAA infractions process and be subject to investigation, adjudication and penalties, up to and including discharge. Full cooperation in the infractions process includes, but is not limited to, reporting violations in a timely manner; sharing all knowledge and documents requested in a timely manner; providing access to all electronic devices, social media and other technology; and maintaining confidentiality.
- 4.5 **Academic Performance** To ensure the academic progress and achievement of the Program's student-athletes, Head Coach agrees to adhere to the University's standards and goals for academic performance of its student-athletes, including those standards in connection with the recruitment and eligibility of prospective and current student-athletes and specifically with regard

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

to the recruitment of student-athletes who are academically qualified for the University. Head Coach agrees to follow conscientiously any reasonable directives from the Director of Athletics and/or President of the University concerning these matters. In the event that the APR for the team falls below 930, the parties specifically agree that University shall have cause to terminate this Agreement, in the discretion of the Athletic Director.

- 4.6 Role Modeling To serve as a positive role model by modeling appropriate behaviors in challenging athletic settings through personal conduct, Head Coach will clearly communicate and positively promote to staff the University policies and procedures and to football student-athletes expectations regarding the University Student Code of Conduct and University Policies and Procedures, the Athletic Department Student-Athlete Handbook and Program rules (including those related to fighting, underage drinking, drug use, hazing and other citizenship issues). Head Coach will promptly communicate to the Director of Athletics (or his/her designee) any violations of these policies and will respond to the misconduct of staff and student-athletes in a way that reinforces core values and ensures that the Program is sending a clear message that proper social conduct is required to represent the University.
- 4.7 Stakeholders Head Coach shall be available for public and private fund raising and development activities at such times and places as the University, through the Director of Athletics, or his/her designee, may reasonably require and determine to be beneficial to the University and its intercollegiate football program, so long as such activities do not interfere with Head Coach's ability to perform the duties set forth under this Agreement. Head Coach shall use his best efforts to comply in all material respects with such requests. Fund raising shall include, but is not limited to, activities to foster the continued growth of the University, Athletic Foundation, football-specific development entities, to cultivate potential donors, and to assist with the solicitation of major gifts. It is understood that the University may require the Head Coach to participate in events organized by stakeholders and sponsors of the intercollegiate football program. Head Coach will maintain and cultivate effective relations with the media, legislative bodies, governing boards, associations, conferences, committees, institutional alumni, the public, students, University administration, faculty, staff and friends of the University with respect to the Program.
- 4.8 Duty to Report Employment Offers During the term of his employment by the University, Head Coach shall notify the Athletic Director in writing of any offers of employment, employment opportunities, or requests for meetings or discussions with respect to possible employment opportunities before engaging in substantive discussion regarding such employment or employment opportunities.

## 5. SERVICE, EQUIPMENT AND APPAREL ENDORSEMENTS

- 5.1 University's Exclusive Right University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of equipment, apparel, or services that may be worn or used by Program personnel or student-athletes in practices, public performances, and team appearances and travel. Any revenue derived from such contracts shall be the sole and exclusive property of the University; provided, however, to the extent any such contracts require in part the personal services of Head Coach beyond those otherwise required under the terms of this Agreement, the University may provide a stipend to Head Coach in an amount the University reasonably determines reflects Head Coach's contribution of such services, although nothing herein shall require payment for such passive cooperation as the wearing or use of designated attire and equipment while performing his University duties.
- 5.2 Athletically-Related Income Disclosure Head Coach acknowledges and understands that, as a State employee, he is not permitted to receive income related to his position as Head Football Coach from entities other than University and he may not engage in any endorsement, consulting,

  
GSU

  
Coach

broadcasting, or other activity connected with his position as Head Coach for a fee. Notwithstanding the foregoing, Head Coach is specifically permitted to conduct sports camps during his release time, described in section 1 above. Head Coach shall submit a written detailed account annually to the President of the University for all income and benefits from sports camps. In addition, all such income and benefits must be consistent with the University's policies and procedures related to outside income and benefits (including, but not limited to, University conflict of interest policies and procedures) applicable to all employees.

6. **RIGHT OF PUBLICITY**

Head Coach grants to the University and the Athletic Foundation the non-exclusive right to reasonably use, and the right to grant to others the reasonable use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, or facsimile images for the purpose of promoting the University, the Athletic Foundation, the Department, the Program, and any radio and/or television shows produced by the University. Head Coach acknowledges and agrees that, other than the payments under Section 3.1 of this Agreement, he will receive no royalties or other payments for the use of his name or likeness from the University. After the expiration or termination of this Agreement, or any extension thereof, the University and Athletic Foundation may continue to use Head Coach's name and likeness in any materials or in any media placed in tangible form during the term of this Agreement. But the University may not, after the expiration or termination of this Agreement, or any extension thereof, use Head Coach's name or likeness in a manner that implies Head Coach's continuing support or endorsement of the University, the Athletic Foundation, or one of their sponsors without Head Coach's prior written consent.

7. **TERMINATION**

7.1 **General** Notwithstanding Section 2 of this Agreement, this Agreement shall terminate immediately upon the occurrence of any of the following contingencies, and except for the payment of any salary, allowance, stipend, incentive, expense reimbursement or other compensation, or installments thereof, earned by the Head Coach or to which he is otherwise entitled as of the date of termination, the rights and obligations of the parties shall cease:

- (a) In the event of the Head Coach's death or permanent disability (as defined herein); provided, for purposes of this Section 8.1(a) only, "permanent disability" means a situation where Head Coach remains unable to perform the essential functions of his employment described in this Agreement for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period by reason of medical illness or incapacity. Such determination of Head Coach's inability to perform his duties shall be made in the reasonable discretion of the Director of Athletics of University, or his/her designee; provided, however, that the Director of Athletics of the University (or his/her designee) shall, prior to making such judgment, seek the advice and opinion regarding such permanent disability of an impartial physician competent to provide such advice and opinion, as may be mutually agreed upon by the Head Coach or his legal representative and Director of Athletics or his/her designee. Notwithstanding any other provision herein, this Agreement does not and shall not be construed to afford the University the right to take any action that is unlawful under the Americans with Disabilities Act ("Act") or to constitute in any respect a waiver of rights under such Act;
- (b) In the event of Head Coach's resignation or retirement from University employment or upon his acceptance of other employment in violation of the terms of this Agreement; or
- (c) In the event of Cause (as defined below) as determined by the Director of Athletics; provided, however, the Head Coach will first receive written notice and be accorded an

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

opportunity to be heard in a meeting with the Director of Athletics. The decision of the Director of Athletics shall be final.

Solely for the purposes of this Section 8.1(c), "Cause" shall be defined as:

- (i) material misconduct, moral turpitude, or a pattern of unprofessional or unsportsman-like behavior (including, but not limited to: conviction by Head Coach of any felony or any crime that involves theft, larceny, fraud, embezzlement, dishonesty, an act of moral turpitude, or other conduct by Head Coach that damages the reputation of the University );
- (ii) insubordination, refusal, neglect, or failure to render services or otherwise fulfill completely the duties and obligations established in this Agreement, including, but not limited to prolonged absence from work for any reason, other than for vacation, temporary illness, or an approved absence;
- (iii) conduct of the Head Coach that the Director of Athletics of the University reasonably concludes violates the applicable constitution, bylaws, policies, rules, regulations, and/or enforcement structures of the University, Athletic Foundation, NCAA, and/or Conference, especially those pertaining to ethical conduct, or applicable local, state, or federal law;
- (iv) failure by Coach to promptly report to the Title IX Coordinator any known violations of University's Sexual Misconduct Policy (including, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking) that involve any student, faculty, or staff or that is in connection with a university sponsored activity or event. For purposes of this Section 7.1(c)(iv), a "known violation" shall mean a violation or an allegation of a violation of Title IX that Coach is aware of or has reasonable cause to believe is taking place or may have taken place;
- (v) failure of the Head Coach to report to the Director of Athletics, within twenty-four (24) hours of Head Coach becoming aware, the arrest of Head Coach or any employee or student-athlete within Head Coach's program;
- (vi) failure of the Head Coach to inform the University that he had been found in violation of the applicable constitution, bylaws, laws, policies, rules, regulations, and/or enforcement structures of the NCAA or applicable institution or athletic conference at another NCAA institution prior to his acceptance of employment at the University; or
- (vii) failure by the Head Coach to abide by any other terms and conditions of this Agreement (including, but not limited to, the provisions of paragraph 4) that is not remedied by the Head Coach within ten (10) calendar days from the Head Coach's receipt of written notice thereof from the Director of Athletics of the University.

With respect to any termination for cause as contemplated in this Section 7.1 (c), University acknowledges that it is not the intent of the University for Head Coach to be terminated "for cause" for minor, technical, or otherwise immaterial defaults under the terms contained herein. Moreover, where appropriate (as determined in University's sole but reasonable discretion), prior to invoking its right to terminate this Agreement "for cause", University agrees that it shall afford Head Coach a reasonable opportunity to cure

  
GSU

  
Coach



such default in a timely and prompt manner, provided the default is of a nature that is capable of being cured and can be reasonably accomplished without undue delay.

7.2 Termination Without Cause by University

If the University terminates Head Coach for any reason other than those listed in Section 7.1 above, the University will continue to pay Head Coach the amount that is his Annual Base Salary at the time of termination, prorated by months remaining, for the remainder of the Term of this Agreement (the "Guarantee Period"). The amount so determined will be paid in equal installments at the end of each regular University pay period, subject to applicable withholdings and deductions.

The University shall not be responsible to Head Coach for any loss of any collateral professional and/or business opportunities as a result of its exercising its rights pursuant to this Section 7.2.

In no event shall the University be liable for, and Head Coach hereby expressly waives, any further claim for damages of any nature whatsoever arising from the termination without Cause, of this Agreement, except for the payment set forth above. The aforementioned termination payment shall be the total and sole amount that Head Coach shall be entitled to receive from the University in the way of compensation and benefits for termination without Cause.

In the event Head Coach obtains other coaching-related employment (including but not limited to work as a coach, announcer, analyst, consultant, independent contractor, or involving coaching-related speaking engagement fees, income from writing a coaching-related book or appearance fees) during the Guarantee Period, the University's obligation to compensate Head Coach shall be offset by Head Coach's earnings at his new coaching-related employment. Earnings shall be deemed to include all compensation from whatever source payable to Head Coach as a result of his new coaching-related employment and attributable to work performed by Head Coach during the Guarantee Period (regardless of actual date paid).

Head Coach agrees to provide the University with a sworn and notarized disclosure of any applicable new compensation within thirty (30) days of beginning new employment. Head Coach agrees to supplement and/or update this disclosure in the event that any changes are made to his compensation during the effective period of this agreement or during the Guarantee Period. Head Coach further agrees that he will not and will not allow his new employer to artificially lower or eliminate his salary at his new employment in order to avoid or reduce the offset of the University's guarantee obligations.

If Head Coach should decide to litigate his termination without cause by the University by bringing a cause of action for any claim against University, then all amounts specified in this Section 7.2 shall be waived by Head Coach and Head Coach shall not be entitled to any compensation as specified herein. If Head Coach has already received a portion of or all of the amount specified in this Section 7.2, then he shall promptly repay said amounts and if he does not timely repay said amounts, then the University shall be entitled to a judgment for the amounts he has received under this Section plus interest at the highest rate allowed by law.

7.3 Termination by Head Coach

If Head Coach terminates his employment with the University pursuant to the terms of this Agreement, and is not in breach of this Agreement, this Agreement shall immediately terminate and the University shall have no further obligation to Head Coach under this Agreement other than any salary, incentives, expense reimbursement or other compensation, or installments thereof, earned by the Head Coach or to which he is otherwise entitled as of the date of termination (or as otherwise authorized by this Agreement). Additionally, if such termination occurs during the Term

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

of this Agreement, Head Coach shall pay the University (or cause the University to be paid) the amount of six hundred thousand dollars (\$600,000.00). Such damages shall be paid to the University within sixty (60) days of the date of termination.

Head Coach shall not be responsible to the University for any loss of any collateral professional and/or business opportunities as a result of him exercising his rights pursuant to this Section.

In no event shall Head Coach be liable for, and the University hereby expressly waives, any further claim for damages of any nature whatsoever arising from the termination without Cause, of this Agreement (in accordance with this Section 7.3), except for the payments set forth above. The aforementioned termination payment shall be the total and sole amount that the University shall be entitled to receive from the Head Coach in the way of compensation and benefits for termination without Cause as set forth in this Section 7.3.

- 7.4 Interference with Athletes In the event of termination, Head Coach agrees that he will not engage in any action with the purpose or effect of interfering with student-athletes' participation in University's football program or otherwise obstructing University's ability to transact business within University's football program. This prohibition includes, but is not limited to, contacting existing players and/or athletes who have been on an official visit (as defined by the NCAA) to University with the purpose or effect of recruiting that individual for a competing University football program. If Head Coach violates this provision, he will not be entitled to any post-termination benefits and will be required to return any that have been disbursed.
- 7.5 NCAA Issues University has informed Head Coach of all significant NCAA issues of which it is aware and which it is permitted to disclose under NCAA regulations.

8. ACTIONS OTHER THAN TERMINATION

- 8.1 General In the event the Director of Athletics determines that Head Coach has engaged in activity or neglect constituting Cause as set forth in Section 7.1(c), above, it shall lie in the discretion of the Director of Athletics to take action other than termination (i.e. public reprimand, suspension with pay for a limited period); provided, however, the Head Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director of Athletics. The decision of the Director of Athletics shall be final. Actions the Director of Athletics may take include, but are not limited to, a forfeiture of future bonuses or benefits or probation.
- 8.2 NCAA Enforcement Procedures If Head Coach is found in violation of NCAA regulations, then Head Coach shall be subject to disciplinary or corrective action by the University, including, but not limited to, suspension without pay or termination of employment for significant or repetitive violations.

9. PERSONAL SERVICES

Head Coach hereby represents to have special and exceptional knowledge, skill, and ability as a head football coach that render his services unique. Head Coach recognizes that the loss of his services to the University, without its approval and release, prior to the expiration of the Term or any renewal thereof, would cause an inherent loss to the University that cannot be estimated with certainty, or fairly or adequately compensated by money. Head Coach agrees, and hereby specifically promises not to seek, to apply, or to accept employment, under any circumstances, as a head football coach or senior administrator at any institution of higher education that is a member of the NCAA, or for any team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties similar in nature in whole or substantial part to those described under this Agreement prior to the expiration date of the Term or any extension thereof, without first notifying the Director of Athletics of the University. In the

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

event Head Coach fails to provide such notice, Head Coach agrees that the University shall have the right, in addition to any other rights which they may possess, to obtain an injunction by appropriate judicial proceedings to prevent the Head Coach from serving as a head football coach or senior administrator or performing activities related thereto in violation of the requirements of this Agreement for any person, institution, firm, corporation or other entity; and against any other breach of this Agreement; and the Head Coach further agrees to indemnify the University for their reasonable costs incurred in any injunctive proceeding including, but not limited to, court costs and reasonable attorneys' fees.

10. **UNIVERSITY PROPERTY**

All materials or articles of information, including, without limitation, personnel records, Head Coach's records, Department or Program records, or any other material or data in any form or medium furnished to Head Coach by the University, or developed by Head Coach on behalf of the University, or at the University's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University. Within ten (10) days of the expiration or termination of this Agreement for any reason by any party, or any extension thereof, Head Coach shall immediately cause any such materials in his possession, custody, or control to be returned and delivered to the Director of Athletics, or his/her designee, provided however that Head Coach may keep and maintain one (1) copy of same for his own internal, non-commercial purposes.

11. **AGREEMENTS**

Head Coach shall not enter into any oral or written agreement, letter of understanding, contract, or any other arrangement that seeks to bind, obligate, or involve the University, the Athletic Foundation, the Board of Regents of the University System of Georgia, or any other cooperative organization of the University whatsoever, except if such documents or arrangements have been approved by the University's Office of Legal Affairs.

12. **RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the University and the Head Coach shall be determined solely by the terms and conditions of this Agreement.

13. **NOTICES**

All notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time the same is delivered in person or is mailed by registered or certified mail addressed as follows:

To the University:


Georgia Southern University  
Attn: Director of Athletics  
Department of Athletics  
P.O. Box 8086  
Statesboro, Georgia 30460

With a Copy to:

Georgia Southern University  
Office of Legal Affairs  
Attn: Executive Counsel  
P.O. Box 8020  
Statesboro, Georgia 30460

To the Head Coach:

Chad Lunsford  
Head Coach  
Georgia Southern University

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

P.O. Box 8084  
Statesboro, Georgia 30460

With a Copy to:

CAA Sports  
Attn: Clint Dowdle  
6075 Poplar Ave Ste 410  
Memphis, TN 38119

Any party wishing to change the address to which any notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall give notice of such change to the other parties as soon as possible following such change.

14. **LIMITATION OF DAMAGES AND REMEDIES**

THE PARTIES AGREE THAT NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY COLLATERAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST COLLATERAL BUSINESS OPPORTUNITIES OR COMPENSATION ARRANGEMENTS, OR FOR COURT COSTS AND ATTORNEY'S FEES (EXCEPT AS SPECIFICALLY PERMITTED IN SECTION 11 (PERSONAL SERVICES)).

15. **ASSIGNMENT**

No party may assign, subcontract, transfer, alienate, or encumber any of its rights or obligations hereunder without the prior express written consent of the other parties.

16. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby. It is further agreed that if any part of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, either party may open negotiations solely with respect to a substitute for such specific provision only. Failure to agree on a satisfactory substitute provision, however, shall not constitute an act of termination or breach by any party.

17. **HEADINGS**

The words of this Agreement appearing as headings are for identification purposes only and are not a part of this Agreement.

18. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

19. **NUMBER AND GENDER**

Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

20. **WAIVER**

Any waiver or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or

  
\_\_\_\_\_  
GSU

  
\_\_\_\_\_  
Coach

Any waiver or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach of any other provision or as a consent with respect to any similar instance or circumstance.

21. **LEGAL REVIEW**

All parties have had the opportunity to utilize legal counsel to review and negotiate this Agreement. If any party elects not to utilize legal counsel, such voluntary choice shall not invalidate such party's acceptance of the terms and conditions of this Agreement. Head Coach, University, Athletic Foundation, and their respective counsel (as applicable) have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

22. **GOVERNING LAW**

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to principles of conflict of law. Head Coach consents to the exclusive jurisdiction and venue of the Superior Court for Fulton County, Georgia, and agrees to waive his right to assert that this forum lacks personal jurisdiction over his or is an inconvenient forum for resolving any underlying dispute between the parties.

23. **ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns. This Agreement contains the entire agreement between the parties hereto and supersedes and cancels all previous and contemporaneous written and/or oral agreements, including any other compensation agreement, and no other representations, statements, or inducements, written or oral, not contained herein shall be binding on the parties. This Agreement may not be altered, amended, modified, or discharged except by a written amendment duly executed by the authorized representatives of all parties.

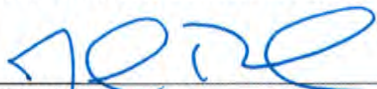
IN WITNESS WHEREOF, the parties have executed this Agreement below as of the Effective Date.

Board of Regents of the University System  
of Georgia by and on behalf of  
Georgia Southern University



Robert L. Whitaker  
Vice President for Business & Finance

5/5/2020  
Date




Jared Benko  
Director of Athletics

4/30/20  
Date



Chad Lunsford  
Head Coach

4.30.20  
Date

  
\_\_\_\_\_  
GSU

Approved as to Form  
Georgia Southern University  
Office of Legal Affairs  
05.04.2020 mcc

CL  
\_\_\_\_\_  
Coach

## **AGREEMENT AND INCOME GUARANTEE**

THIS AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of February, 2020 (the “Effective Date”), by and between GEORGIA SOUTHERN UNIVERSITY ATHLETIC FOUNDATION, INC., (the “Foundation”), a Georgia educational tax exempt corporation, and Chad Lunsford (“Coach”), and sets forth additional terms, conditions, and benefits relating to Coach’s employment as the head football coach at Georgia Southern University (“GSU”).

1. **TERMINATION OF PRIOR AGREEMENT.** Effective as of the Effective Date, any and all prior agreements between You and the Foundation, including but not limited to the Agreement and Income Guarantee dated January 1, 2019, shall terminate in their entirety.

2. **TERM.** The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue through December 31, 2024, unless earlier terminated: (i) in accordance with Paragraph 8 of this Agreement, or (ii) by both parties in writing. Each of the years of the Term is defined as follows:

- a. “Year One” means from January 1, 2020 through December 31, 2020;
- b. “Year Two” means from January 1, 2021 through December 31, 2021;
- c. “Year Three” means from January 1, 2022 through December 31, 2022;
- d. “Year Four” means from January 1, 2023 through December 31, 2023;
- and
- e. “Year Five” means from January 1, 2024 through December 31, 2024.

3. **HEAD COACH AGREEMENT.** This Agreement is conditioned on Coach and GSU entering into a Head Coach Agreement (“HCA”) for Year One.

4. **PAYMENTS.**

a. **Year One.**

i. If the HCA is terminated by GSU without Cause (as Cause is defined in Paragraph 9 of this Agreement) during Year One, then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach One Million Dollars (\$1,000,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year One.

ii. If the HCA is terminated by GSU with Cause or by Coach during Year One, neither Coach nor the Foundation shall be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.

b. **Year Two.**

i. If GSU decides not to extend the HCA to Year Two without Cause (as Cause is defined in Paragraph 9 of this Agreement), then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach One Million Dollars (\$1,000,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year One.

ii. If GSU offers to extend the HCA to Year Two and Coach chooses not to extend, then Coach shall pay to the Foundation Six Hundred Thousand Dollars (\$600,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year One.

iii. If the HCA is terminated by GSU without Cause (as Cause is defined in Paragraph 9 of this Agreement) during Year Two, then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Eight Hundred Thousand Dollars (\$800,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Two.

iv. If the HCA is terminated by GSU with Cause or by Coach during Year Two, neither Coach nor the Foundation shall be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.

**c. Year Three.**

i. If GSU decides not to extend the HCA to Year Three without Cause (as Cause is defined in Paragraph 9 of this Agreement), then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Eight Hundred Thousand Dollars (\$800,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Two.

ii. If GSU offers to extend the HCA to Year Three and Coach chooses not to extend, then Coach shall pay to the Foundation Four Hundred Thousand Dollars (\$400,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Two.

iii. If the HCA is terminated by GSU without Cause (as Cause is defined in Paragraph 9 of this Agreement) during Year Three, then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Seven Hundred Fifty Thousand Dollars (\$750,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Three.

iv. If the HCA is terminated by GSU with Cause or by Coach during Year Three, neither Coach nor the Foundation shall be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.

**d. Year Four.**

i. If GSU decides not to extend the HCA to Year Four without Cause (as Cause is defined in Paragraph 9 of this Agreement), then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Seven Hundred Fifty Thousand Dollars (\$750,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Three.

ii. If GSU offers to extend the HCA to Year Four and Coach chooses not to extend, then Coach shall pay to the Foundation Three Hundred Fifty Thousand Dollars (\$350,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Three.

iii. If the HCA is terminated by GSU without Cause (as Cause is defined in Paragraph 9 of this Agreement) during Year Four, then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Seven Hundred Fifty Thousand Dollars (\$750,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Four.

iv. If the HCA is terminated by GSU with Cause or by Coach during Year Four, neither Coach nor the Foundation shall be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.

**e. Year Five.**

i. If GSU decides not to extend the HCA to Year Five without Cause (as Cause is defined in Paragraph 9 of this Agreement), then (subject to the provisions, conditions, and limitations set forth in this Agreement, including those in Paragraphs 5–9), the Foundation shall pay to Coach Seven Hundred Fifty Thousand Dollars (\$750,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Four.

ii. If GSU offers to extend the HCA to Year Five and Coach chooses not to extend, then Coach shall pay to the Foundation Three Hundred Fifty Thousand Dollars (\$350,000). Such amount shall be paid in twelve equal monthly installments, as of the last business day of each month, commencing with the month immediately following the expiration of Year Four.

f. If the HCA is terminated for any reason during Year Five, neither Coach nor Foundation shall be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.



g. If GSU decides not to extend the HCA after the expiration of Year Five, Coach shall not be entitled to any payments under this Agreement, and the Foundation shall have no obligation to Coach.

5. **DUTY TO MITIGATE.** For such time as the Foundation is making payments under Paragraph 4, Coach agrees during such period to actively seek employment to mitigate the cost to the Foundation under this Agreement. Coach agrees to report to the Foundation on his employment seeking activities in writing on a quarterly basis and to notify the Foundation immediately if he accepts other employment. The Foundation's obligation to provide the payments set forth in Paragraph 4 shall terminate if Coach become re-employed in either professional or collegiate athletics at a pay rate equal to or greater than the amount the Foundation is obligated to pay under Paragraph 4. If Coach become re-employed in either professional or collegiate athletics at a pay rate less than the amount that the Foundation is obligated to pay under Paragraph 4, then the Foundation's obligation under this Agreement is limited to the difference between the amount that the Foundation is obligated to pay under Paragraph 4 and the pay rate at which Coach is re-employed. The term "re-employed" shall mean any arrangement, whether employment, consulting, or otherwise, where Coach provides services to any person or entity in return for any remuneration or the promise of remuneration.

6. **VIOLATION OF APPLICABLE REGULATIONS.** If (a) Coach is accused of violating or found to have engaged in any conduct that the Director of Athletics of GSU, in his/her sole, absolute, and complete discretion, concludes violates the applicable constitution, bylaws, policies, rules, regulations, and/or enforcement structures of GSU, the Foundation, the NCAA, and/or the Conference, or (b) any coach, staff member, or other person under Coach's supervision or control is accused of violating or found to have engaged in any conduct that the Director of Athletics of the University reasonably concludes violates the applicable constitution, bylaws, policies, rules, regulations, and/or enforcement structures of GSU, the Foundation, NCAA, and/or Conference, then (i) the Foundation's obligation to make any payments under this Agreement shall cease immediately, and (ii) Coach shall be required to repay immediately any amounts already paid. If it is later determined that no such violation was committed by Coach or such coach, staff member, or other person under Coach's supervision or control, then payments shall resume under the Agreement, and Coach shall be entitled to receive any payments that would have been made but for the application of this Paragraph.

7. **RELEASE.** The Foundation's obligation to make the payments set forth in Paragraph 4 shall be conditioned upon Coach's execution of a Release Agreement in a form prepared by the Foundation which shall include, but not be limited to, a release of the Foundation and GSU from any and all liability and claims of any kind.

8. **DEATH DISABILITY, DISMISSAL, NON-RENEWAL "FOR CAUSE," TERMINATION "FOR CAUSE" OR ACCEPTANCE OF OTHER EMPLOYMENT.** This Agreement and all obligations of the Foundation contained in this Agreement shall terminate immediately if Coach (1) dies, (ii) becomes disabled within the meaning of GSU's disability insurance policy provided to Coach, (iii) is terminated for Cause as defined in the HCA and Paragraph 9 of this Agreement, or (iv) the HCA is not renewed for Cause as defined in the HCA and Paragraph 9 of this Agreement.

9. **TERMINATION OR NON-RENEWAL "FOR CAUSE".** The term "for Cause" in describing termination and non-renewal shall be defined as set forth in the HCA between Coach and GSU, and shall also include (i) any prolonged absence from duty without the consent of GSU or GSU's Athletic Director, (ii) any conduct by any coach, staff member, or other person under Coach's supervision or control that the Director of Athletics of the University reasonably concludes violates the applicable constitution, bylaws, policies, rules, regulations, and/or enforcement structures of GSU, the Foundation, NCAA, and/or Conference, (iii) Coach's death, (iv) Coach's disability within the meaning of GSU's disability insurance policy provided to Coach.

10. **CONFIDENTIALITY.** Coach acknowledges and agrees that neither Coach nor anyone acting on Coach's behalf has made or will make any disclosures concerning the existence or terms of this Agreement to any person or entity, including, but not limited to, any representative of the media, Internet web page, social networking site, "blog," or "chat room," judicial or administrative agency or body, business entity, or association, except: (i) Coach's spouse; (ii) Coach's attorneys, accountants, sports agents, or financial advisors; or (iii) any court or government agency pursuant to an official request by such government agency, court order, or legally enforceable subpoena. If Coach is contacted, served, or learn that Coach will be served with a subpoena to compel Coach's testimony or the production of documents concerning this Agreement, Coach agrees to immediately notify the Foundation's Chairman by telephone and as soon as possible thereafter in writing. If Coach discloses the existence or terms of this Agreement pursuant to sub-clauses (i) or (ii) of this paragraph, Coach shall inform such person or entity (a) of this confidentiality provision, and (b) to maintain the same level of confidentiality required by this provision. Any breach of this provision by such person or entity shall be considered a breach by Coach. Coach may not use this Agreement as evidence, except in a proceeding in which a breach of this Agreement is alleged.

11. **INTERFERENCE WITH ATHLETES.** In the event the HCA is terminated or not renewed by GSU, Coach agrees that he will not interfere with GSU's student-athletes or otherwise obstruct GSU's ability to transact business within GSU's football program. This prohibition includes, but is not limited to, contacting existing players and/or athletes who have been on an official visit (as defined by the NCAA) to GSU. If Coach violates this provision, then (i) the Foundation's obligation to make any payments under this Agreement shall cease immediately, and (ii) Coach shall be required to repay immediately any amounts already paid.

12. **GOVERNING LAW/CONSENT TO JURISDICTION.** The laws of the State of Georgia shall govern this Agreement. If Georgia's conflict of law rules would apply another state's laws, the parties agree that Georgia law shall still govern. Coach agrees that any and all claims arising out of or relating to this Agreement shall be brought solely and exclusively in the Superior Court for Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Coach consents to the personal jurisdiction of such state and/or federal courts located in Atlanta, Georgia. Coach waives (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

13. **COMPLETE AGREEMENT.** This Agreement constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings and agreements, oral or written, between the parties hereto.

14. **AMENDMENTS.** This Agreement may be amended at any time only by a written instrument duly approved by the Foundation through its designated representative and accepted by Coach, such approval and acceptance to be acknowledged in writing.

15. **ASSISTANCE AND COOPERATION TO THE GEORGIA SOUTHERN UNIVERSITY ATHLETIC FOUNDATION, INC.** In consideration of this Agreement and the guarantee provided by the Foundation, Coach agrees, during the term of this Agreement, to fully assist and cooperate with the Foundation activities, including caravans, weekly luncheons, and other football or sports related activities.

16. **RIGHT OF PUBLICITY.** Coach grants to the Foundation the non-exclusive right to reasonably use, and the right to grant to others the reasonable use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, or facsimile images for the purpose of promoting GSU, the Foundation, the GSU Athletic Department, GSU's football program, and any radio and/or televisions shows produced by GSU. Coach acknowledges and agrees that, other than the payments under Paragraph 4 of this Agreement, he will receive no royalties or other payments from the Foundation for the use of his name or likeness. After the expiration or termination of this Agreement, the Foundation may continue to use Coach's name and likeness in any materials or in any media placed in tangible form during the term of this Agreement. But the Foundation may not, after the expiration or termination of this Agreement, use Coach's name or likeness in a manner that implies Coach's continuing support or endorsement of GSU, the Foundation, or one of their sponsors without Coach's prior written consent.

17. **NO WAIVER OF DEFAULT.** No waiver by either party of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition.


18. **NOTICE.** Notice shall be deemed given and effective on the earlier of: (a) the date on which it is actually received; (b) the next business day after it is deposited with United Parcel Service, FedEx, or a similar overnight courier service for next business day delivery; or (c) three (3) days after its deposit in the U.S. Mail addressed as below and sent first class mail, certified, return receipt requested. Either party may change the address to which notices shall be delivered or mailed by notifying the other party of such change in accordance with this Paragraph.

If to the Foundation: Georgia Southern University Athletic Foundation, Inc  
Georgia Southern University  
Post Office Box 8115  
Statesboro, Georgia 30460

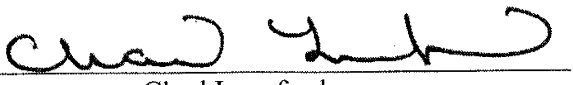
If to Coach: Chad Lunsford  
Post Office Box 8084  
Statesboro, Georgia 30460

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed the day and year first written above, intending to be legally bound by its provisions.

GEORGIA SOUTHERN UNIVERSITY  
ATHLETIC FOUNDATION, INC.

BY: 

Name: Anthony Tippins  
Title: Chairman



Name: Chad Lunsford  
Title: Head Coach