

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made as of this 3rd day of January, 2017 by and between the University of Cincinnati (the “University”) and Luke Fickell (“Coach”).

WHEREAS, the University wishes to employ Coach as Head Football Coach as defined in Section 2 hereof for the period set forth below on the terms and conditions stated herein; and

WHEREAS, Coach wishes to accept such employment for such period on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** Subject to the terms and conditions stated in this Agreement, the University will employ Coach as the head coach for the University’s intercollegiate athletics football program (the “Program”) for the period beginning January 3, 2017, and ending December 31, 2022 (“Term”). Coach hereby accepts such employment. Unless this Agreement is extended, amended or earlier terminated as set forth herein, this Agreement will automatically terminate at the conclusion of the Term without further notice to Coach.

2. **DUTIES.** As head coach for the Program (“Head Football Coach”), Coach shall report directly to the Director of Athletics or his designee. Coach shall have full responsibility for planning, supervising, and coordinating all aspects of the Program. Coach shall perform such duties as would be typical of a Division I National Collegiate Athletic Association (“NCAA”) head football coach including but not limited to:

(A) Devoting his full time and energy as required herein for the promotion of the Program, while refraining from engaging in any non-Program related business or professional activities or pursuits that would prevent him from devoting his full time to the performance of his obligations under this Agreement;

(B) With the assistance of the University and its Athletics Department, diligently seeking to become materially knowledgeable within a reasonable time following the effective date of this Agreement regarding the University’s athletic and other rules, regulations, and policies, the rules, regulations and policies of the NCAA, and those of the American Athletic Conference or any other athletic conference of which the University may subsequently become a member (“Conference”), and diligently seeking to promote an atmosphere of compliance within the Program with respect to such rules, regulations, and policies. Coach will monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach; supervise and take appropriate steps in an effort to diligently seek to ensure that Coach’s assistant coaches, any other employees for whom Coach is administratively responsible and the members of the team know, diligently seek to recognize and comply with all such rules, regulations and policies and promptly report to the Director of Athletics and the Compliance Office in writing if any person or entity, including without limitation,

representatives of University's athletic interests, has violated or is likely to violate any such rules, regulations or policies. Coach shall cooperate fully with the Compliance Office at all times;

(C) With the assistance of the University and its Athletics Department, develop and implement programs and procedures that promote the welfare and the academic success of the student athletes who participate in the Program;

(D) Recruiting, training, and supervising the Program's coaching staff taking reasonable measures to assure compliance by the coaching staff with all rules and regulations of the NCAA, the Conference, and the University;

(E) Participating in the athletic instruction and coaching of student-athletes in the Program;

(F) Interviewing or supervising the interviewing and recruitment of prospective players, and the interviewing of the parents of prospective players, for the Program;

(G) Promoting the Program through contact with media, alumni and civic groups;

(H) Fulfilling any and all customary and reasonable obligations as Head Football Coach including but not limited to personal appearances, broadcast interviews, and the wearing of licensed sportswear, required under any sponsorship agreement entered into by University that supports in whole or part the Program;

(I) Using diligent efforts in seeking to integrate sports into the whole spectrum of academic life so that athletics makes a positive contribution to University's academic and service missions;

(J) Maintaining and projecting an attitude of good sportsmanship and being an exemplary role model for the students of University; and

(K) Notwithstanding anything to the contrary contained herein, the parties agree that in no event shall the University be permitted to assign Coach to any other position other than Head Coach of the Program.

3. **COMPENSATION AND BENEFITS.**

(A) Compensation. In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to pay Coach annual compensation as outlined below:

January 3, 2017	\$1,900,000 prorated
January 1, 2018	\$2,000,000
January 1, 2019	\$2,300,000
January 1, 2020	\$2,400,000
January 1, 2021	\$2,400,000
January 1, 2022	\$2,400,000

The compensation shall include a base salary of \$250,000 plus additional annual supplemental compensation payments for Coach's involvement in television, radio and personal appearances, and public or private speaking engagements in which he represents University. The payments shall be paid in equal monthly installments on the monthly payroll dates established by University and applicable to University employees compensated on a monthly basis ("Payroll Date(s)"). The payment for the month of January 2017 will be prorated based upon the base salary for 2017.

(B) Automobile. University shall provide Coach the use of one automobile on a loaned basis for business use subject to University's Courtesy Vehicle Program Policy and signed acknowledgement form, a copy of which is attached hereto as Exhibit A and B. The University reserves the right to modify or discontinue the policy in its discretion. In the event the University discontinues the policy, then it shall provide Coach with a stipend in the amount of Ten Thousand Dollars (\$10,000) per year for an automobile, and Coach will be reimbursed for the business expenses in conjunction with such automobile. The University will pay the insurance premiums in connection with said vehicle (under either scenario) under the University's automobile coverage. Coach shall be responsible to report to University personal mileage which shall be included as compensation to Coach and be subject to normal governmental tax withholding.

(C) Fringe Benefits Available to Non-academic Unclassified Administrative Personnel. Coach shall be entitled to receive the same fringe benefits and shall be eligible to participate in group insurance, retirement, voluntary payroll deduction, and other programs on the same basis, and with the same employer contributions, that apply to the University's non-academic unclassified administrative personnel in the same classification.

(D) Performance Bonuses. Coach shall be paid a performance bonus ("Performance Bonus") in the amount and for the achievements described below ("Coaching Achievement(s)"), provided Coach is employed as of the date any such applicable bonus is achieved. All such bonuses shall be due and payable to Coach within sixty (60) days after the occurrence of the Coaching Achievement outlined below (but shall be deemed to have accrued on the date upon which they were achieved). The Coaching Achievements and Performance Bonus applicable to each shall be as follows:

COACHING ACHIEVEMENTS	PERFORMANCE BONUS
"New Year's Six" Bowl or "College Football Playoff" appearance	\$250,000
Other Bowl Appearance	\$75,000
Top 25 Finish (Final published College Football Playoff top 25 ranking at the end of the season)	\$50,000
Conference Regular Season Champions (Shared or outright at the end of the season)	\$50,000
Win Conference Championship Game	\$50,000

Bowl Win	\$25,000
APR > 965 in official release by NCAA	\$25,000
Conference Coach of the Year	\$25,000
8 Regular Season Wins (Cumulative)	\$10,000
9 Regular Season Wins (Cumulative)	\$20,000
10 Regular Season Wins (Cumulative)	\$30,000
11 Regular Season Wins (Cumulative)	\$40,000
12 Regular Season Wins (Cumulative)	\$50,000

(E) Moving Allowance and Expenses. Provided Coach uses a University approved vendor and submits appropriate documentation of the costs in the form of paid receipts, invoices, and the like, the University shall pay or reimburse to Coach reasonable costs for Coach's move to the Cincinnati area, not to exceed \$20,000. University shall also pay or reimburse to Coach costs and expenses for temporary housing in the Cincinnati area for a period of four (4) months in an amount not to exceed \$3000 per month. Any reimbursement of such costs or expenses to Coach shall be made by University payable in the pay period subsequent to submission to the University of appropriate documentation of the costs in the form of paid receipts, invoices, and the like, and subject to University expense reimbursement policies and procedures.

(F) Working Meals Budget. The University shall provide Coach with an annual Business Entertainment Allowance and Coaches Working Meals budget of \$10,000 the expenditure and reporting of which shall be subject to University policies and procedures.

(G) Complimentary Tickets. During the Term of this Agreement, the University shall provide Coach with 14 complimentary season tickets and 4 Calhoun or CCM Garage parking passes (for personal use), and up to 13 complimentary suite tickets and 2 Varsity Village parking passes for Football and 8 complimentary season tickets and 2 Calhoun or CCM parking passes for Men's Basketball. In addition to such tickets (and the tickets detailed in Section 5, below), the University shall provide Coach with 14 complimentary tickets to all post-season games for Football and 8 complimentary tickets to all post-season games for Men's Basketball. The University shall exercise reasonable effort to provide Coach and his guests with the best seating available. All tickets are non-transferable.

(H) Sportswear Allowance. The University shall provide Coach with an annual Sportswear Allowance of \$15,000 to be used for personal and/or family allotment of licensed sportswear.

(I) Deductions from Compensation. Payments made or benefits provided to Coach by University pursuant to the terms of this Agreement, including section 5, shall be subject to all applicable payroll and other taxes and deductions required by state, federal and local law or

regulation. In addition, University will make such other deductions permitted by law and authorized by Coach in writing

(J) The University agrees that the primary purpose of the benefits detailed in Sections 3(F), (G), (H), and 5 is for the advancement of the Program and the University.

4. **ASSISTANT COACH COMPENSATION AND BENEFITS.**

(A) Assistant Coach Salary Pool. The annual salary compensation pool for the Assistant Football Coaches, which shall include 9 assistant football coaches and one head football strength coach each designated by Coach will be mutually agreed upon by the Director and Coach on or before January 31, 2017, but shall not exceed \$2,500,000 or be less than \$2,000,000, unless mutually agreed upon by the Director and Coach. The Assistant Football Coaches identified by Coach shall, as a condition of employment with the University shall enter into a personal services contract with the University of mutually acceptable terms. Each Assistant Coach may, in Coach's discretion, participate in any pool established for payment of annual salary increases.

(B) Automobile. University shall provide each Assistant Football Coach and the Head Football Strength Coach use of a loaned automobile for business use subject to University's Courtesy Vehicle Program Policy. The University reserves the right to modify or discontinue the policy in its discretion. In the event the University discontinues the policy, or has an insufficient number of courtesy vehicles available for loan, then it shall establish and provide a monthly stipend in an amount reasonably calculated to compensate for the business use of a personal automobile (in an amount not less than \$500 per month). Each Assistant Football Coach and the Head Football Strength Coach shall be responsible to report to University personal mileage which shall be included as compensation to Coach and be subject to normal governmental tax withholding.

(C) Fringe Benefits Available to Non-academic Unclassified Administrative Personnel. Assistant football coaches, strength coaches, and director of football operations shall be entitled to receive the same fringe benefits and shall be eligible to participate in group insurance, retirement, voluntary payroll deduction, and other programs on the same basis, and with the same employer contributions, that apply to the University's non-academic unclassified administrative personnel in the same classification.

(D) Deductions from Compensation. Payments made or benefits provided to Assistant Coaches by University pursuant to the terms of this Agreement shall be subject to all applicable payroll and other taxes and deductions required by state, federal and local law or regulation. In addition, University will make such other deductions permitted by law and authorized by the Assistant Coaches in writing.

5. **BOWL TICKETS, SPOUSES GAME, AND TRAVEL ALLOWANCE**

(A) Bowl Tickets. In addition to the tickets detailed in Section 3, the University shall provide Coach with two hundred (200) complimentary football bowl tickets for any bowl game (or other post-season game) in which the University participates in a Term year. The bowl

tickets to be provided shall be average priced tickets and shall be made available by Coach to assistant coaches, head strength coach, director of football operations, their spouses and children, and such other persons selected to receive such tickets in the discretion of Coach.

(B) Family Travel Allowance. The University shall make available to Coach on an annual basis a family travel allowance in the amount of Twenty-Five Thousand Dollars (\$25,000) to pay expenses of Coach, the assistant coaches, head football strength coach, director of football operations, and the expenses of their spouses and legal dependents, to travel from Cincinnati, Ohio to a bowl game and/or other post-season game in which the University is participating, and to pay the travel expenses of the assistant coaches, head football strength coach, director of football operations, and the expenses of their spouses (but not qualified dependents) to travel to one regular season away game designated a "spouses game" by Coach. The allocation of the \$25,000 to any of the purposes described herein shall be at the discretion of Coach subject to the approval of the Director of Athletics, which shall not unreasonably be withheld. Any amounts paid on behalf of a University employee, and/or on behalf of the University employee's spouse or legal dependents from the travel allowance shall be included as compensation to each employee subject to normal governmental tax withholding to the extent required by law. It is understood and agreed that the \$25,000 budget is the maximum sum the University shall provide with respect to family travel and any costs or expenses incurred in excess of that amount shall be paid by Coach.

(C) In addition to the tickets detailed in Section 3, in the event the University's Men's Basketball Team participates in any "Final Four," the University shall provide Coach with 4 complimentary tickets (semi-finals and finals) with the option to purchase an additional 10 tickets (semi-finals and finals).

6. OTHER EMPLOYMENT.

(A) During the Term of this Agreement Coach shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by this Agreement, NCAA and University Rules and the laws and regulations of the State of Ohio, and only with the prior written approval of the Director of Athletics (solely to the extent University approval is required by the University of all of its full-time and part-time employees with respect to outside income, and provided said approval shall not be unreasonably withheld). Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Notwithstanding the foregoing, nothing contained in this Agreement shall or shall be deemed to prohibit Coach from engaging, arranging, or participating in and/or deriving and retaining personal income from any of the following activities to the extent approved by the University's Athletic Director which approval shall not be unreasonably withheld: (a) authoring or co-authoring books, articles, or other publications; (b) personal speaking engagements or other endeavors not directly related to his services as Head Football Coach; (c) acting as a spokesperson for an entity, vendor, or sponsor, so long as (i) such engagement is not directly related to his services as Head Football Coach, (ii) such entity, vendor, or sponsor is not then an exclusive corporate sponsor of the University's Athletic Department, and (iii) the engagement does not violate the terms of any other corporate

sponsorship of the University's Athletic Department; and (d) other activities or endeavors not directly related to his services as Head Football Coach, provided that such activities and endeavors do not interfere with Coach's performance of his duties and responsibilities as Head Coach or reflect adversely on the University.

(B) Coach shall make a written annual report to the President of the University specifying the amount of all income and benefits from approved sources outside the University.

(C) Except when Coach is required by the University to comply with contractual obligations of the University, the name, marks, or logos of the University may not be used and Coach may not be identified as the Head Football Coach of the University Program (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for the University, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service, unless approved in advance by the Director of Athletics.

(D) The parties agree that Coach shall be required to notify the President of the University, through the Director of Athletics, prior to engaging in discussions with other institutions through their representatives or agents.

7. **TERMINATION.**

(A) For Cause by University. The University may at any time upon written notice to Coach and in accordance with University policies and procedures discipline Coach, or terminate this Agreement for cause, upon the occurrence of any of the following:

(i) Material violation by Coach of any of the other material terms and conditions of this Agreement which remains uncured for a period of ten (10) days after his receipt of written notice from the University specifying said violation;

(ii) Coach is convicted or pleads guilty to a violation of any criminal statute other than a minor traffic violation, and such violation reasonably undermines the University's confidence in Coach's ability to carry out his duties as Head Football Coach;

(iii) Coach engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw of the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, which violation reflects adversely upon the University or the Program, including any serious violation which may result in the University being placed on probation by the Conference or the NCAA and/or any violation which may have occurred during prior employment of Coach at another NCAA member institution; provided that in order for University to find that Coach engaged in such conduct, the following must first occur:

(a) University must conduct a reasonably thorough and timely investigation of the facts and circumstances giving rise to the alleged violation, including, without limitation, reviewing all relevant documentation and interviewing all relevant material witnesses reasonably identified by Coach;

(b) Coach must be given fourteen (14) days advance written notice of a hearing, which shall be part of the investigation. No later than the date such notice is provided University shall provide Coach with a copy of the findings of such investigation through the date of said notice, and stating the reasons the University reasonably believes the alleged violation occurred. Coach shall be given an opportunity to respond to such allegations at the hearing and to present such argument and documentation that may, in the opinion of Coach, refute or explain the facts underlying the alleged violation. The parties consent and agree that the hearing described herein is not a judicial proceeding and is not subject to formal rules of evidence or civil procedure, and the parties shall have no right to call, cross examine or otherwise confront witnesses at the hearing except as may be mutually agreed to by the parties. Present at the hearing shall be the University representative(s) conducting the investigation, the University President or his/her designee, the University's Director of Athletics, a representative from the University's Office of General Counsel, and Coach's professional advisor(s), including, without limitation, legal counsel who shall be permitted to participate in the hearing; and

(c) If following such investigation and hearing the University reasonably and in good faith concludes that an NCAA violation has occurred as a result of Coach requiring self-disclosure, the University shall notify Coach of its conclusion and then submit to the Conference and/or the NCAA a self-disclosure report identifying such violation;

(d) Notwithstanding the foregoing, nothing herein shall prevent Coach from pursuing a wrongful termination (or similar or related claim) in any state or federal court with jurisdiction, which shall undertake a de novo review of all matters.

(iv) A member of the coaching staff or any other person under Coach's supervision and direction, including a student-athlete in the Program, engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw of the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, and the Coach knew or should have known of, and with reasonable supervision or direction could have prevented, any such violation, that reflects adversely upon the University or the Program. Before taking any action for such an occurrence, the University will afford Coach the process and procedure described in Section 7(A)(iii) above;

(v) Disparaging media publicity regarding Coach's gross negligent or willful misconduct or Coach's public comments or a released statement by Coach that could objectively be anticipated to bring Coach or the University into public disrepute or scandal;

(vi) Fraud or dishonesty in the performance of Coach's duties hereunder or in any dealings with or submissions to the University, the Conference or the NCAA, whether by commission or omission, or Coach's counseling or instructing any other person under Coach's direct supervision to engage in such fraud or dishonesty;

(vii) Being intoxicated or under the influence of a non-prescribed psychoactive substance or any prescribed psychoactive substance not being taken in the manner prescribed by Coach's physician when performing duties under this Agreement or in the presence of student athletes of the University, or in circumstances that would constitute cause under Section 7(A)(viii), infra; or

(viii) Shocking or despicable conduct by Coach that seriously damages the reputation or public perception of the University or negatively impacts the Program or the University's educational mission, and that brings Coach or the University into public disrepute, embarrassment, contempt, or scandal.

(B) In the event the University elects to terminate this Agreement for each or any of the grounds stated in (i) through (viii) above, it shall provide written notice thereof to Coach stating the grounds therefore and Coach shall have the effective date of termination, and thereafter all obligations of the University to Coach, excluding those continuing obligations that may be imposed upon the University as employer under applicable law, which including the obligations to make further payments and/or to provide any other consideration hereunder shall cease as of the effective date of the termination; the University shall not be liable to Coach for the loss of any collateral business arrangements or opportunities; Coach shall not be entitled to payment of any unearned bonuses for that year; but Coach shall be entitled to receive all bonuses, compensation, expense reimbursements, and other payments earned and/or accrued as of the termination date subject to appropriate governmental tax withholding (to the extent required by law).

(C) Termination for Cause by Coach. Coach may terminate this Agreement for cause by providing written notice thereof to University after first providing to University written notice specifying the nature of any default by and the University's failure to cure said default within a reasonable time following notice. Any such termination shall be in addition to any and all rights and remedies available to Coach, both in law and in equity, including Coach seeking payment of compensation hereunder that would have been earned by Coach had this Agreement naturally expired.

(D) Termination Without Cause. Either party may terminate this Agreement without cause by delivering written notice to the other as provided herein and paying a termination payment ("Termination Payment") as provided below, not as damages but as the sum reasonably calculated by the parties to compensate the other for the termination of this Agreement as of the dates stated:

<u>Date of Termination (By University)</u>	<u>University Termination Payment</u>
Before December 1, 2017	\$11,000,000
Before December 1, 2018	\$9,100,000
Before December 1, 2019	\$7,100,000
Before December 1, 2020	\$4,800,000
Before December 1, 2021	\$2,400,000
Before December 1, 2022	\$1,200,000
After December 1, 2022	\$0

<u>Date of Termination (By Coach)</u>	<u>Coach Termination Payment</u>
Before December 31, 2017	\$3,500,000
Before December 31, 2018	\$3,000,000
Before December 31, 2019	\$2,500,000
Before December 31, 2020	\$2,000,000
Before December 31, 2021	\$1,500,000
Before December 31, 2022	\$750,000
After December 31, 2022	\$0

Coach agrees that as a condition of receiving any Coach Termination Payment as set forth above, Coach must execute a comprehensive release that includes a mutual non-disparagement clause and a mutual release of claims within thirty (30) days of the date of Coach's termination by University of his employment hereunder, the language for the non-disparagement and mutual release of claims in a form identical or substantially similar to that attached hereto as Exhibit C (Release). Coach will be presented with the release and if Coach fails to timely execute the release, Coach agrees to forego any payment from University (it being agreed that the parties will negotiate in good-faith to the extent Coach requests changes to said release). Coach and the University each acknowledge that he/it is an experienced person/entity knowledgeable about the claims that might arise in the course of Coach's employment with University and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the Release.

(E) Death or Disability of Coach. This Agreement shall terminate automatically in the event of Coach's death or in the event Coach becomes totally disabled within the meaning of the Group Long Term Disability Insurance offered by the University to its unrepresented administrative employees. In either event, Coach shall be entitled to the same rights and benefits as are available to similarly situated unrepresented administrative employees.

9. **GIFT TO DEPARTMENT OF ATHLETICS.**

At the request of Coach, a grant agreement will be executed by Coach and the University's Foundation in a form acceptable to the University pursuant to which Coach agrees to provide a pre-tax gift of \$5,000 per month for the exclusive benefit of student-athlete welfare. Such payments shall be deducted from Coach's salary and shall terminate when the Coach's salary terminates.

10. **MERGER AND AMENDMENT.**

The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to or assignment of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.

11. **GOVERNING LAW.**

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Ohio.

12. **NOTICES.**

Any and all notices given pursuant to this Agreement, shall be in writing and shall be delivered by certified U.S. Mail, return receipt requested if to Coach, addressed to Luke Fickell c/o The Legacy Agency, Inc., 1500 Broadway, Suite 2501, New York, NY 10036 (Attn. Lee Kaplan); and if to University addressed to University of Cincinnati, Director of Athletics, 880 Lindner Center, Cincinnati, Ohio 45221-0021 with a copy to University of Cincinnati, 2618 McMicken Circle, General Counsel, 650 University Hall, Cincinnati, Ohio 45221-0623. Notice may also be delivered by hand to Coach or to University (by delivery to the Director of Athletics) followed by delivery by U.S. Mail as provided above. Notice shall be effective upon hand delivery or deposit with the U.S. Mail.

13. **MISCELLANEOUS.**

If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness or disability, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargos, illness, or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

(B) Coach agrees that during the Term the University may use, without additional compensation, his name, picture, likeness, and voice in connection with the Program and endorsements, and in all other respects for purposes consistent with this Agreement.

(C) Coach agrees that University shall own all broadcasting and telecasting rights to all live and recorded coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (Programs) that may be offered currently or in the future on media outlets, including but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless and video-on-demand. University shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs.

(D) Coach recognizes that University has entered into an agreement with Under Armour to supply University with athletic uniforms, footwear, apparel and/or equipment. Coach

agrees that, upon University's reasonable request, he will consult with appropriate parties concerning an Under Armour design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Under Armour, or give a lecture at an event sponsored in whole or in part by Under Armour, or make other educationally-related appearances as may be reasonably requested by University. Coach further agrees that he will not endorse any athletic footwear, apparel and/or equipment products, including Under Armour and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products, including Under Armour.

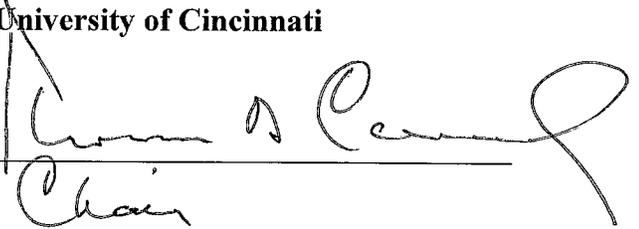
Entered into as of the date stated above.

Luke Fickell



Date 2/20/17

For University of Cincinnati

By: 

Its: Chair

Date 2/21/17

Recommended By

Name: MIKE POWW 
Title: DIRECTOR OF ATHLETICS
Date 2/20/17

Exhibit A

Courtesy Vehicle Program Policy

Under the Courtesy Vehicle Program (“Program”), the University of Cincinnati (“University”) receives courtesy vehicles (“Vehicles”) from automobile dealers (“Dealers”) in exchange for certain benefits (“Dealer Benefits”). The University then provides the Vehicles to designated University employees (“Drivers”). The Program is managed in the Department of Athletics Business Office (“Business Office”) and by the CAT TRACKS Coordinator (“CAT TRACKS Coordinator”). All Drivers shall abide by this Courtesy Vehicle Program Policy (“Policy”).

- 1. Program Participation.** Approval by the University is a prerequisite to participation in the Program. Staff members of the Department of Athletics are prohibited from bartering their own ticket allotments in exchange for courtesy vehicles or other personal benefits, nor should they personally sign any documents from the Dealer with respect to the Vehicle, nor give any testimonials or endorsements of the Dealer or the Vehicle brand.
- 2. Income Taxes.** The Driver shall pay federal, state, and local income taxes based on the annual lease value of Vehicle and the percentage of personal use (or as otherwise required by law), and the Driver hereby authorizes the University to withhold such taxes from the Driver’s pay. The Driver shall keep a daily mileage log following IRS guidelines, and separating personal use from business use. The Driver shall consider travel to work from home and to home from work as personal use.
- 3. Responsible Driving.** The Driver agrees to permit the University to conduct periodic reviews of his or her driving record and agrees to execute any forms or documents necessary to enable the University to conduct such reviews. The Driver shall maintain a valid driver’s license, proof of insurance, and shall keep current on renewals of car registration and validation stickers. The Driver shall annually complete the University online defensive driver course and provide verification of successful completion to the Athletics Business Office. The Driver shall pay (in a timely manner) for any traffic or parking violations incurred while using the Vehicle.
- 4. Authorized Drivers.** The Driver shall not permit anyone other than the Driver and the Driver’s spouse to drive the Vehicle. The Driver shall not permit the Driver’s children, any student-athletes, or any managers to drive the Vehicle. The Driver shall log any use of the Vehicle by a spouse as personal mileage.
- 5. Collisions and Damages.** The Driver shall immediately (no later than 24 hours) notify the CAT TRACKS Coordinator, and the Dealer in the event of a collision or of any damage to or loss of the Vehicle. The Driver shall report all damage or loss, even when the cause is unknown. The Driver must report all accidents (with a fixed object or with another driver), regardless of fault or amount of damage. Failure to report an accident, or any other damage or loss, may result in denial of all claims and may result in the Driver’s personal liability for the damage or loss. The Driver shall work with law enforcement to complete the necessary police report. The Driver shall work with the Dealer if repairs are necessary. The Driver shall fill out the required Accident Report Forms (available in the Business Office) and shall provide the Business Office with a copy of the invoice for any repairs. The University’s

insurance policy covers the cost of the repairs, except for any deductible, which will be billed to and shall be the personal responsibility of the Driver. The University's deductible is currently \$350 and is subject to change. The Driver shall provide Accident Report Forms and all supporting documentation to the Business Office within 30 days of the damage or loss; otherwise, the Driver shall be personally responsible for the entire cost of the damage or loss.

6. Insurance.

- a. **By the University.** The University provides auto insurance for the Vehicle and will provide the Driver with insurance verification information upon issuance of the Driver's first Vehicle. The Driver shall keep the insurance verification information in the Vehicle at all times. The Driver shall notify the Business Office and the CAT TRACKS Coordinator when exchanging one Vehicle for another and shall transfer the insurance verification information into the new Vehicle. The University's insurance covers the Vehicle not the Driver. Failure to properly notify the University of a change in vehicle could result in no insurance coverage for the Vehicle, leaving the Driver fully responsible. **The University's insurance covers liability for bodily injury and property damage while the vehicle is being used for University business, but does not include underinsured/uninsured motorist coverage.** As a consequence of such coverage, if a Driver or other person is injured in a Vehicle due to the fault of an underinsured/uninsured motorist, the Driver's or injured person's protection is through health insurance and anything that is recoverable from the party at fault. Therefore, the Driver is advised to ensure that the Driver, any other authorized drivers, and any other Vehicle occupants maintain adequate health insurance.
- b. **By the Driver.** Driver shall obtain the following personal (through a private insurance company - not University insurance) insurance coverage on the Vehicle in at least the following amounts and agree to provide the University with a certificate of insurance which names the Dealer providing the Vehicle and "the University of Cincinnati and its Board of Trustees" as additional insured on such policy:
 - i. bodily injury - \$100,000 per person / \$300,000 aggregate
 - ii. property damage - \$100,000
 - iii. uninsured/underinsured
 - iv. medical payment
 - v. comprehensive

The purpose of this insurance is to cover liabilities arising from permitted personal or spousal use of the Vehicle.

NOTE: Drivers and/or their insurance agents, who have any questions regarding their personal insurance responsibilities, are welcome to contact: Anita Ingram, Asst. Vice President/ Chief Risk Officer at the University of Cincinnati at 513-584-4689.

7. **Return and Exchange.**

- a. The Driver shall return the Vehicle promptly to the Dealer at an agreed time or mileage allowance. In the event of separation from the University, the Driver should contact the CAT TRACKS Coordinator before returning the Vehicle. The Coordinator or a designee should inspect the Vehicle for damages before it is returned to the Dealer or reassigned to Driver. The Driver shall notify the Business Office immediately after receiving a new Vehicle, by filling out and submitting the Courtesy Car Form on file with the Business Office. The form covers year, make, and model of Vehicle, license number, serial number, and odometer reading. The Driver shall also turn in the Driver's mileage log, indicating business and personal use, each year for tax purposes.
 - b. The Driver recognizes that the Dealer has the right to recall the Vehicle at any time and replace it with another Vehicle. The Driver further recognizes that if there are insufficient numbers of Vehicles available through the Program, that the University has the right to provide a stipend rather than a Vehicle.
 - c. The Driver shall return the Vehicle to the Dealer in the same condition as received except for ordinary and expected wear due to mileage. Unless the Dealer specifically instructs otherwise, the Driver should have the Vehicle washed and cleaned prior to returning it.
8. **Dealer Relationship.** The Driver shall build and maintain a strong relationship with the Dealer and carry out all normal communication and activities with the Dealer. The Driver shall talk to the Dealer about expectations regarding Vehicle maintenance. The Driver shall provide the Dealer with a copy of his or her driver's license and UC's insurance verification documentation.
9. **Vehicle Maintenance and Repairs.** The Driver shall keep the Vehicle neat and clean at all times. The Driver shall not smoke in the Vehicle. The Driver shall service the Vehicle regularly to manufacturer specifications. The Driver shall have such service performed by the Dealer or at a shop acceptable to the Dealer. All routine maintenance and repairs that are not covered in the manufacturer's warranty are the sole responsibility of the Driver. The Driver shall not use the spare tire, except in emergencies. The Driver shall not use the Vehicle for towing or pushing any other Vehicle or equipment. The Driver shall not use or sublicense the Vehicle for transportation for hire of goods or passengers.
10. **Consequences.** Participation in the Program is a privilege. Failure by a Driver to abide by this Policy may result in the loss of participation by that Driver and loss of participation by the sport or area to which that Driver is assigned. Failure by a Driver to abide by this Policy may also result in University discipline, up to, and including dismissal of the Driver.

Exhibit B

Acknowledgement of Courtesy Car Policy Receipt

The below-named employee (herein, the "Employee") is employed by the University of Cincinnati (herein, the "University"). The Employee acknowledges receipt of and understanding of the Courtesy Vehicle Program Policy as referenced in the Employee's employment agreement.

Employee:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C

1. **CLAIM(S)** means any and all complaints, claims, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees actually incurred).
2. **RELEASEES** means the University of Cincinnati and its assigns, agents, directors, officers, employees, representatives, attorneys, current or former University of Cincinnati Board of Trustees members (individually and in their official capacity), and divisions and affiliates (and agents, directors, officers, employees, representatives, and attorneys of such divisions and affiliates), and all persons acting by, thru, under, or in concert with any of them.
3. **Coach's Release:** In consideration of the foregoing, the sufficiency of which is hereby acknowledged, and in exchange for the University entering into this Agreement, Coach, on behalf of himself and his heirs, successors, assigns, and agents, does hereby irrevocably and unconditionally release, discharge, compromise and settle any and all Claims, matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement, including any CLAIMS in any way related or connected with or arising out of Coach's employment or separation thereof through the date of his execution of this agreement, including, but not limited to, any and all claims arising under the current version and any and all future amendments of the United States Constitution, the Constitution of the State of Ohio, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Ohio Civil Rights Act; the Employee Retirement Income Security Act, as amended; the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990; any and all other state or federal laws or public policies. Coach shall have no right to obtain or receive any money damages, injunctive, or other relief through any lawsuit, complaint, action, or proceeding commenced or maintained in any court, agency, or other forum by him or by any person or entity on his behalf with respect to any act, omission, claim, or other matter as set forth in this paragraph.
4. **University's Release:** In exchange for Coach entering into this Agreement, RELEASEES do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all Claims, matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement, including any CLAIMS arising out of or in any way related or connected to Coach's employment with any of the RELEASEES and/or his separation therefrom, under any federal, state or local law, common law, or statute.

5. **Mutual Non-disparagement:** Coach agrees not to make any statements or remarks which are disparaging toward, or are reasonably likely to cause harm to University and its Releasees. The University agrees that the President, the Senior Leadership, the University of Cincinnati Board of Trustees members, the Athletics Director, and Athletics Senior Leadership will not make any statements or remarks which are disparaging toward, or reasonably likely to cause harm to Coach.