



USE AGREEMENT BY AND BETWEEN THE CITY OF MEMPHIS  
AND SUMMITT MANAGEMENT CORPORATION

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AND SUMMITT MANAGEMENT CORPORATION**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_, 2009 by and between the City of Memphis, a duly incorporated municipal corporation, by and through its Division of Parks Services, hereinafter referred to as "City" and Summitt Management Corporation, hereinafter referred to as "Summitt."

**WITNESSETH:**

**WHEREAS**, City at all necessary times owns and operates a Stadium and parking area in Memphis, Tennessee, more particularly described as the Liberty Bowl Memorial Stadium; and

**WHEREAS**, City and Summitt desire to enter into an Agreement specifying the terms and conditions under which Summitt will use the Stadium and Parking area for the Southern Heritage Classic game (hereafter the "Game").

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

**SECTION 1 - TERM**

The Term of this Agreement is for six (6) Games, to be played September 12, 2009, September 11, 2010, September 10, 2011, September 8, 2012, September 14, 2013, and September 13, 2014.

Notwithstanding the foregoing, the parties acknowledge that the Stadium will be undergoing certain construction for the purposes of making "ADA" seating improvements based upon the Settlement Agreement between the City of Memphis and the United States Department of Justice, and that such construction may interfere with Summitt's use of the Stadium on September 10, 2011. The City will notify Summitt in writing by June 1, 2011 indicating how many seats will be affected by the ADA construction on September 10, 2011, such number of seats to not exceed one thousand (1,000).

**SECTION 2 - RIGHT TO USE PREMISES**

A. **Game Day Entertainment**. Subject to the provisions of this Agreement, Summitt shall have the right to provide, or permit others to provide, at the sole cost and expense of Summitt, pre-game, half-time and post-game entertainment in connection therewith; provided, however, that Summitt shall notify City of the nature of such entertainment at least ten (10) calendar days prior to the date of such Game and such entertainment shall be subject to the approval of the City with such approval not to be unreasonably withheld.

B. **Use of Stadium on Day Prior to Day of Game**. In connection with the use of the Stadium on Game Day, it is understood that both participating teams shall each have the right to use the Stadium for a walk-through for one and one-half hour (1½) on the day prior to the Game Day. Summitt reserves the right to select the time for the walk-through and provide City forty-eight (48)

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hours notice of said time. In no event, shall the walk-through occur at night without Summitt reimbursing the City for all actual costs and expenses of night operations.

C. Game Day Activities. On Game Day, and such additional times as may be requested by Summitt and approved by City (such approval not to be unreasonably withheld), Summitt shall have the right to use the Stadium and the parking area for the installation of equipment and other preparation activities including, without limitation, advertising signs, "Sponsor Tents," and access and parking for television and radio production vehicles. All such requests must be submitted in writing not less than ten (10) business days prior to the game. Summitt shall be responsible for the cost to repair any and all damages resulting from installation and removal of equipment, and any of the preparation activities set forth herein.

D. Ancillary Uses. In addition to those uses contained in this Agreement, upon written approval by City, Summitt may use the Stadium and parking area before, during and after the Game at such times reasonably approved in advance by City, for the following ancillary-type events and uses: stage events on field and in parking areas; tailgate parties in parking area; pre-game, half-time and post-game events; sponsor representation and presence; and pyrotechnics. In no event shall City be responsible for any additional costs associated with an approved ancillary event. Summitt shall be responsible for any resulting damages or costs associated with such an event. Approval by the City for such events shall not be unreasonably withheld.

**SECTION 3 - CITY OF MEMPHIS OBLIGATIONS**

A. City of Memphis to Furnish Stadium. On Game Day, the City shall furnish and make available to Summitt the Stadium fully equipped, operating and staffed for a football game. The City's obligation hereunder is to provide: (i) the playing field and surrounding areas, with proper line markings and numbers required for a collegiate football field, (ii) goal posts in position, (iii) reasonably adequate stadium signs, (iv) field benches, (v) such training rooms and locker rooms as shall exist in the stadium, (vi) complete and effective lighting system, (vii) public address and loud speaker systems, (viii) phone hook-up from each bench on field to respective coaches in the Press Box, (ix) adequate hookups for radio and television equipment as customarily provided at Liberty Bowl Memorial Stadium, (x) event staff that includes crowd security, ticket takers and ushers, (xi) the complete use of all scoreboards and video boards; and, (xii) all other special equipment and facilities usually provided for the performance and exhibition of football games at Liberty Bowl Memorial Stadium.

B. City of Memphis to Furnish Parking Area. On Game Day, the City shall furnish and make available stadium parking lots exclusively for the use of Game spectators or workers. The City shall provide Summitt the following passes prior to Game Day:

1. five hundred fifty (550) parking passes in the Armory Parking Lots immediately adjacent to and north of the Stadium; The handicap spaces in the Armory Lot will be reserved for use by City;

2. ninety-six (96) media parking passes in the Media Lot adjacent to the south of the

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Stadium;

3. three hundred fifty (350) parking passes for Lot A;
4. one hundred and forty (140) parking passes for Lot B;
5. thirty -five (35) parking passes for Lot C;
6. fifty (50) stadium interior parking passes
7. thirty - four (34) parking passes in Lot D; and:

All parking and passes listed in Items 1 through 7 shall be provided at no additional charge to "Summitt" as designated in Exhibit B.

C. Sponsorship Accommodations. Accommodations for sponsors of the Game will be provided to Summitt at no charge in the areas designated in Exhibit B.

D. City of Memphis to Furnish Game Day Towels. City shall provide five hundred (500) towels per game at no additional cost to Summitt with Summitt having the obligation to return all towels following the Game, or make immediate payment (replacement cost) to the City therefore.

E. Student and Band Seating. At least ten (10) business days prior to the Game, Summitt and City shall agree on the best placement of bands and student seating adjacent to existing wheelchair seating in order to comply with the Americans with Disabilities Act ("ADA") in accordance with Section 13 below. Such seating shall be roped off by City.

F. Game Day Parking. The City shall maintain and operate parking operations at the Game and shall retain all revenue from the parking.

**SECTION 4 - RENT AND OTHER EXPENSES**

A. Rent. Summitt agrees to pay to the City rent equal to \$50,000.00 per Game. Rent is due and owing no later than thirty (30) calendar days after the Game.

B. Suite License. Summitt shall have an exclusive license to market, sell, and retain all revenue generated from the sale of, thirty-one (31) small suites and seven (7) large suites designated by Summitt during the Game at no additional charge. The City hereby retains for its use Suites 202 and 203.

C. Ancillary Expenses. Summitt shall be responsible for the cost of footballs used for the game, two (2) ambulance standby services for spectators, concession items ordered by Summitt to be provided in the Press Box, Levels 2, 3 and 4 designated for Summitt's use at cost, on-field chainmen and the officials' fees and expenses, and cost of all field decoration other than line

markings and numbers to include, paint, labor, stencils, and all other necessary expenses. Summitt shall also be responsible for any expenses incurred for the installation and removal of signs for the Game. Any such ancillary expenses will be due thirty (30) calendar days after receipt of invoice.

D. Interest. Summitt agrees that if any sum it is obligated hereunder to pay to the City is not paid when due, it will pay the City interest on said sum from the date due until payment is received in an amount equal to the lesser of 1.5 % per month, which is an annual charge of 18 %, or the maximum rate of interest allowed by applicable law.

### **SECTION 5 – THIRD PARTY MANAGEMENT OF FACILITY**

Summitt hereby acknowledges that City has engaged the services of SMG, a private company specializing in management of public facilities, to promote, operate and manage the Stadium for the benefit of the City.

### **SECTION 6 – INSURANCE**

Summitt shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Summitt shall furnish to the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company, if any, may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Summitt.

Each certificate or policy shall require and state in writing the following clauses:

“Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager” by registered mail, return receipt requested to the following address.

City of Memphis  
Attn: Risk Management  
2714 Union Extended, Suite 200  
Memphis, TN 38112

“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance.

**WORKERS COMPENSATION:**

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Summitt shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

**Employers Liability**

\$100,000	Each Accident
\$500,000	Disease – Policy Limit
\$100,000	Disease – Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned and hired vehicles with LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations
\$3,000,000	Personal & Advertising
\$3,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$50,000	Fire Damage any One Fire
\$5,000	Medical Expense any One Person

**PROPERTY INSURANCE:**

Summitt shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. Summitt shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

Summitt MUST provide an Original Certificate of Insurance to the Stadium Manager at 335 South Hollywood, Memphis, TN 38104, thirty (30) calendar days prior to the game.

**SECTION 7 – INDEMNITY**

Summitt shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Summitt, its employees, subcontractors, or agents, or any negligent act or omission of Summitt, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement. The provisions of this paragraph shall not apply to any loss or

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damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

To the extent permitted by law, the City shall indemnify, defend, save and hold harmless Summitt, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by the City, its employees, subcontractors, or agents, or any negligent act or omission of the City, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of Summitt, its officers, employees and agents.

**SECTION 8 - CONCESSIONS**

A. **Novelty Concessions.** The right to sell and/or distribute Summitt game programs and novelty concessions shall belong exclusively to Summitt in the Stadium and all Stadium and Fairgrounds parking areas during Game Days.

B. **Game Day Food Concession** The City shall maintain and operate food and beverage concession operations at the Southern Heritage Classic game and shall retain all revenue from the operation of such food and beverage concessions.

Further, Summitt itself or through any Summitt sponsor or designee, shall have the exclusive right to cater all areas under the direct control of Summitt and such as in the locker rooms, Stadium Club, Press Box rooms and suites, excluding the two (2) suites reserved for the City.

**SECTION 9 - ADVERTISING**

A. **Stadium Fixed Signage.** At all times during Game Day, Summitt shall have the sole and exclusive control of all announcements, acknowledgments, promotions, messages, displays, banners, sponsor signs and advertising (collectively "Advertising") on the scoreboard(s) and elsewhere in the Stadium.

Summitt shall have the right to install panels on the video board during games as defined herein at its sole expense, which may be used for advertising. However, in no event, shall Summitt display, promote, advertise in any form or manner advertisement that conflicts with prior sponsorship agreements between the City and Coca-Cola or other soda beverage company. Summitt may serve a competitive beverage in a confined area to select groups, so long as Summitt does not publicly promote such competitive beverage. Summitt is responsible for all costs incurred in the erection or removal of signs, banners or advertising.

B. **Message Center.** Summitt may use the public address system, scoreboard message center and Stadium Video Display System, if any, during the Game. All advertising to be displayed or announced on the message center, Stadium Video Display System or public address system shall be coordinated with Stadium management personnel and shall be subject to reasonable approval by

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the City to assure compliance with its policies. Summitt shall be responsible for all cost associated with the production of videos displayed on the Video Display System.

C. License Fee. For the rights and privileges set forth in this section, Summitt agrees to pay to City a fee of twenty five thousand dollars (\$25,000.00) per Game, payable within thirty (30) calendar days after the Game.

**SECTION 10 - PRESS BOX AND TICKETS**

A. Press Box. The Stadium Club (Level 1 of the Press Box) shall be furnished to Summitt for its exclusive use at no additional charge. All seating on Level 2 of the Press Box (working press) shall be designated by Summitt. All seating on Level 3 of the Press Box, with the exception of Box 6 and 7, which will be used by City, shall be used as designated by Summitt. All booths on Level 4 of the Press Box, except Booth 4, and 7, which will be used by the City, shall be reserved for use by the Summitt as working areas, i.e., radio, film, scouting, etc., or provided to the visiting team. The City will issue to Summitt passes for these boxes one month prior to the game.

B. Location and Number of Tickets. Summitt will select the location and number of tickets to be sold to the general public. Summitt will print and bear the expense for tickets sold to the general public.

C. Admission Passes. In addition to Press Box passes to be provided under this Agreement, the City shall, at its expense, provide admission passes for all other persons to be admitted without a ticket, i.e., working employees, vendors (excluding concessions vendors), coaches, players, team doctors, managers and trainers. Summitt shall not print any admission passes without prior written authorization from City. The City shall administer distribution of passes to its employees and vendors, including concessions vendors. Summitt shall administer distribution of passes to its personnel consistent with its policies and procedures. The City and Summitt agree to distribute passes only to persons having a legitimate game related reason to be admitted without charge or without a ticket.

D. Complimentary Tickets. Summitt agrees to provide City with fifty (50) complimentary tickets for the Game for its own use, in addition to the two suites, specifically suites 202 and 203, reserved for exclusive use by the City.

**SECTION 11 - MEDIA RIGHTS**

All Media Rights are hereby reserved to, and shall be the property of Summitt.

A. City shall fully cooperate and coordinate its efforts with Summitt's designated media representatives so as to permit such media representatives to fulfill their contractual obligations and duties. At all reasonable times during the term of this Agreement, City shall provide reasonable access to the Stadium to broadcasters designated by Summitt for the purpose of broadcasting the Game.

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B. Subject to the prior approval and inspection of the City, authorized broadcasters may, without additional charge, install on or in the Stadium, operate, maintain and remove such broadcast and associated production equipment as they may require (including cameras, cables, platforms, announcer booths, sound equipment, graphic units, microphones, and lighting) and shall have the right to utilize their own employees or employees of their contractors for such activities without being required to utilize or pay any employees, agents or contractors of the City in connection with such work; provided that the City shall be reimbursed for all reasonable costs and expenses associated with work which it performs at "Summitt's" request in connection therewith.

**SECTION 12 - MUTUAL DEFAULT**

If either party fails to observe or perform any of the provisions of this Agreement and such failure is not cured within thirty (30) calendar days after notice by the other party, then the breaching party shall be in default and without further notice, the other party may at any time thereafter (i) terminate this Agreement; (ii) continue this Agreement and recover damages resulting from the default; or (iii) effect a cure on the breaching party's behalf, and reasonable costs and expenses so incurred by the other party together with interest at the rate of ten percent (10%) per annum (or such lower rate as may be the highest rate permitted by law) shall be due and payable by the breaching party on demand by the other party.

**SECTION 13 - COMPLIANCE**

Summitt shall perform, and require any of its subcontractors or agents to perform, its obligations under this Agreement at all times in conformity with applicable federal, state and local laws. Summitt specifically agrees to comply with the Americans with Disabilities Act (hereafter "ADA") in the coordination, organization, and operational activities of its Game at the Stadium.

**SECTION 14 - MISCELLANEOUS**

The City shall maintain documentation for all charges against Summitt under this Agreement. The books, records and documents of the City, insofar as they relate to this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at Summitt's expense at any reasonable time and upon reasonable notice by Summitt or its duly appointed representatives, or a licensed independent public accountant. It is understood any costs associated with the audit will be Summitt's responsibility. In the event an error is discovered that caused Summitt to be overcharged, the City shall promptly refund the amount of the overcharge to Summitt.

The parties agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants on the basis of race, religion, creed, color, sex, age, disability, veteran status or national origin. Summitt shall in no event, however, be

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required to make any improvements to the Stadium in order to cause the Stadium to comply with the Americans with Disabilities Act.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not limited by, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

Assignment. Neither party shall assign, transfer, let or sublet, mortgage, pledge or hypothecate this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

**SECTION 15 - NOTICE**

All notices hereunder shall be in writing and shall be deemed to be duly given, upon receipt, if given by personal delivery, nationally recognized overnight courier, certified or registered mail (return receipt requested), postage prepaid, or facsimile transmission to the parties at their respective addresses set forth below, or at such other address or addresses as may be designated by any party by like notice.

**If to the City of Memphis:**

Division of Park Services  
2599 Avery Avenue  
Memphis, Tennessee 38112  
Attention: Director of Park Services

With a copy to:

City Attorney's Office  
125 N. Main, Room 336  
Memphis, Tennessee 38103  
Attention: City Attorney

**If to Summitt:**

Summitt Management Corporation  
4466 Elvis Presley Blvd., Suite 248  
Memphis, Tennessee 38116  
Attention: Fred Jones, President

**SECTION 16 - SEVERABILITY**

If any provision of this Agreement is determined to be illegal by a court of competent jurisdiction, this Agreement shall remain valid as if such provision had not been contained therein unless the omission of such provision materially changes the substance of this Agreement as a whole, in which event, either party may terminate this Agreement upon written notice to the other within thirty (30) calendar days after the determination that the provision is illegal.

### **SECTION 17 - FORCE MAJEURE**

If either party shall be unable to perform hereunder as a result of acts of God, war, national disasters, strikes or other work stoppage, fire and other comparable events, or as a result of any lawful order issued by the United States Government or any official of the State of Tennessee, or for any reason beyond the reasonable control of parties (financial inability excluded), then this Agreement shall be suspended during such period and for as long as such conditions shall exist. In the event of such suspensions, the term hereof shall not be extended to take into account the period of such suspension. If the force majeure only affects Summitt's performance, the City shall have the right to use the Stadium for any other purposes during the period of the force majeure. If as a consequence of such force majeure, the Stadium should be destroyed or rendered unfit or unavailable for the purpose of this Agreement, Summitt shall have the right to play its Games in any other stadium during the term such conditions continue to exist.

Any Fees or other sums incurred by Summitt prior to the suspension of this Agreement due to a force majeure shall be paid to the City by Summitt.

### **SECTION 18 - INTERPRETATION**

This Agreement is an integrated contract, which contains the complete understanding of the parties as to all matters herein. There are no oral or written statements, representations, agreements, understandings or surrounding circumstances which modify, amend or vary, or purport to modify, amend or vary, any of the provisions hereof. All prior and contemporaneous representations, negotiations and agreements are superseded and replaced hereby. All exhibits and schedules referenced herein and attached hereto shall be deemed to have been incorporated herein so as to become a part of this Agreement. This Agreement may be altered, amended or revoked only by an instrument in writing duly executed by all parties hereto. No waiver by either party of any provision hereof, nor the failure of the aggrieved party to seek redress for a violation, shall be considered to be a waiver of such provision or of any subsequent breach thereof. The parties hereto mutually understand and declare that time is of the essence as made applicable to this Agreement. The provisions for default and/or termination shall operate promptly upon the expiration of the time limits specified herein. This Agreement shall be interpreted under the laws of the State of Tennessee.

### **SECTION 19 - DEFINITIONS**

In addition to other terms, which are defined elsewhere within this Agreement, the following terms for purposes of this Agreement, shall have the meanings set forth within this section:

"Complimentary Tickets" shall mean Tickets distributed by Summitt to City without charge or the expectation or actual receipt of any money therefore as described in Section 10, Paragraph D.

"Game" shall mean the college football contest sponsored by Summitt between two designated opposing college football teams.

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“Media Rights” shall mean, with respect to radio, television, Internet or World Wide Web (including by video streaming), audio-visual program transmission or retransmission, satellite, and any and all other communications media, whether presently existing or hereafter developed and regardless of the method of transmission or retransmission, the following (except in the case of clause (c) hereof) exclusive rights: (a) the broadcasting, transmission, retransmission or other dissemination of all or any part of all Games and all activities related thereto; (b) the broadcasting, transmission, retransmission or other dissemination of Games and by any means of VHF, UHF, Internet, or any other method of transmission, retransmission or other dissemination whether presently existing or hereafter developed (whether broadcast, cable, microwave, satellite, over-the-air, fiber optics or otherwise), of television, audio, visual or other sensory signals, and shall be deemed to include, without limitation, premium and basic television service, cable television, over-the-air pay television, broadcast network, weblet, multipoint and multichannel distribution system television, direct broadcast satellite television, subscription television, pay-per view television, master antenna and satellite master antenna television, low power television, closed circuit television and any other electronic or digital media such as computer distribution or computer on-line application; (c) the non-exclusive, royalty-free license to use name, likeness and historical material of the Stadium solely in connection with the rights enumerated in clauses (a) and (b) hereof; (d) the right (I) to display banners in camera visible and other locations as any broadcaster of Games shall determine, in and around the stadium and the playing field, advertising such broadcaster, and (ii) unfettered electronic insertion and deletion rights with respect to the broadcast, transmission, retransmission or other dissemination of Games; and (e) subject to any specific provision of this Agreement to the contrary, the right to select and control all production facilities and personnel necessary to exercise the rights enumerated in clauses (a), (b), (c) and (d) hereof. Media Rights shall also include the exclusive right to photographing, filming, television taping, radio broadcasting and recording in analog, digital or other forms or recording, whether presently existing or hereafter developed.

“Parking Area” shall mean those areas under the control of the City in the Fairgrounds site adjacent to the Stadium which may be designated by the City from time to time for the parking of vehicles during the Game and as further described in Section 3B.

“Suites” shall mean a private seating area that requires a special ticket to gain admission.

“Stadium” shall mean with respect the Liberty Bowl Memorial Stadium, Memphis Tennessee, the playing field, stadium lighting, seats, stairs, walkways, ramps, public restrooms, Press Box, home and visiting team locker rooms, coaches offices, weight room, equipment room, training room, meeting room, skyboxes, suites, and such other areas, if any, as customarily are designated by the City from time to time for use at football games.

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

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IN WITNESS WHEREOF, this USE AGREEMENT BETWEEN THE CITY OF  
MEMPHIS AND SUMMITT MANAGEMENT CORPORATION has been executed by the  
parties hereto by their duly authorized representative:

CITY OF MEMPHIS

SUMMITT MANAGEMENT CORPORATION

\_\_\_\_\_  
WILLIE W. HERENTON  
Mayor

  
\_\_\_\_\_  
FRED JONES JR.  
President, Summitt Management Corporation

DIVISION OF PARK SERVICES

\_\_\_\_\_  
Cynthia A. Buchanan, Park Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Elbert Jefferson, Jr., City Attorney

ATTESTED:

\_\_\_\_\_  
Comptroller