

**EMPLOYMENT CONTRACT  
STATE OF TEXAS  
COUNTY OF LUBBOCK**

This Employment Contract (hereinafter the "Agreement") is made and entered into this the ~~27<sup>th</sup>~~ day of ~~Feb.~~, 2010, by and between Texas Tech University, herein called "University" and Tommy Tuberville, herein called "Coach".

**I.  
TERM**

Both parties hereby mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the parties that Coach shall be employed as Head Football Coach at the University for a term beginning the 9th day of January, 2010, and ending on the 31st day of December, 2014, upon the terms, conditions, stipulations, covenants and agreements as set forth herein. For purposes of this Agreement, each calendar year during the term of this Agreement shall be referred to as a "Contract Year."

The parties agree, however, that in the event that the University's football team is invited to a bowl game or playoff scheduled within 30 days after the expiration of the term of this Agreement, Coach shall continue his duties as specified herein, and the Term shall be extended accordingly, until such bowl or playoff is completed. During such extended term, Coach shall be entitled to receive any Supplemental Compensation that would have otherwise been due related to such bowl game or playoff as set forth in this Agreement if the bowl or playoff had occurred during a Contract Year, but Coach shall not be entitled to any other compensation or benefits for the extended term.

**II.  
PRIMARY DUTY ASSIGNMENT**

Coach shall be employed as Head Football Coach at University during the period of this Agreement.

**III.  
COMPENSATION AND BENEFITS**

**A. BASE SALARY**

Coach shall be paid the following annual Base Salary during the period of this Contract.

January 9, 2010 - December 31, 2010	\$300,000
January 1, 2011 – December 31, 2011	\$300,000
January 1, 2012 – December 31, 2012	\$300,000
January 1, 2013 – December 31, 2013	\$300,000
January 1, 2014 – December 31, 2014	\$300,000

Payment shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable state and federal laws

and regulations. Any change to Base Salary may only be made by a written amendment to this Agreement which is signed by both parties.

**B. HEALTH, RETIREMENT, VACATION AND OTHER LEAVE**

Coach will be eligible to participate in the same benefits as all other full-time, benefits-eligible University employees. Such benefits shall be governed by University policy and Texas law. Vacation leave shall be taken at such time or times agreed upon between Coach and the Director of Intercollegiate Athletics.

**C. PERQUISITES**

1. **Courtesy Automobiles:** Coach shall receive two (2) courtesy automobiles or a car allowance as may be approved in writing by the Director of Intercollegiate Athletics.

2. **Camps:** Coach, acting as an individual or a private legal entity, may offer a camp using University facilities after first receiving written approval by the Director of Intercollegiate Athletics. It is understood that Coach or other University personnel involved will use personal vacation time when preparing for and conducting a private camp and that University facilities, equipment and resources may be used according to the terms and conditions of a separate Facility Use Agreement. Such Facility Use Agreement must be in writing and signed by both parties before commencement of a camp. Coach shall have permission to use the terms "Texas Tech University" and "Red Raider Football" in the description and identification of any Football camp conducted by the Coach, upon prior approval by the Director of Intercollegiate Athletics.

3. **Rights Fees for Outside Athletics Related Income:** The University shall pay the following amounts to Coach for the rights to Coach's Outside Athletics Related Income:

<u>Contract Year</u>	<u>Amount</u>
2010	\$1,200,000
2011	\$1,300,000
2012	\$1,400,000
2013	\$1,500,000
2014	\$1,700,000

University will pay such Rights Fees in equal installments on a monthly basis.

It is agreed that Rights Fees for Outside Athletics Related Income of Coach shall include but not be limited to the following income:

- a. Uniform/clothing contracts;
- b. Shoe/equipment contracts;
- c. Apparel contracts;
- d. Television coaches shows;

- e. Pre-game, post-game and other radio shows;
- f. Speaking engagements arranged through University;
- g. Merchandising contracts;
- h. Other income received by Coach resulting from or otherwise arising out of being the Head Football Coach at University, but not including sports camps.

With respect to activities over which he exerts control, Coach will use his reasonable efforts to help the University maximize the Outside Athletics Related Income.

The following types of income arranged through Coach's agent, or any successor agent which do not result from or otherwise arise out of being the Head Football Coach at University shall not be considered Outside Athletics Related Income:

- a. National speaking engagements and endorsements arranged through agent;
- b. National television, radio, and internet commercial contracts arranged through agent;
- c. Book contracts; and
- d. All other income received by Coach that does not result from or otherwise arises out of being the Head Football Coach at University.

Coach acknowledges that University has exclusive sponsorship agreements, as well as an exclusive media and marketing rights agreement with Learfield Sports Properties (collectively the "University Exclusive Contracts"). Coach specifically covenants and agrees not to enter into any endorsement or sponsorship agreement or arrangement that conflicts with these University Exclusive Contracts.

Coach shall participate in Coach's Television and Radio Shows as required by the Learfield Sports Properties Agreement. Also, Coach will reasonably cooperate with Learfield Sports Properties to assist in the fulfillment of its marketing and media rights responsibilities.

**4. Supplemental Compensation:** In the event that the University football team achieves the following accomplishments, Coach shall receive Supplemental Compensation as follows:

Football team:

- a. Attains a Graduation Success Rate of 70% or greater as defined by the NCAA - \$25,000
- b. Wins Big 12 South Championship - \$50,000
- c. Wins the Big 12 Championship Game - \$200,000
- d. Participates in Bowl Championship Series ("BCS") bowl - \$100,000

- e. Participates in Cotton Bowl or Alamo Bowl - \$50,000
- f. Participates in any other bowl - \$25,000
- g. Finishes in the Top 10 of the final rankings of USA Today or AP Poll \$100,000
- h. Wins National Championship- \$500,000

Plus:

- a. Coach is named Big 12 Coach of the Year by Big 12 Coaches' or Associated Press - \$50,000

The above Supplemental Compensation earnings shall be cumulative. All Supplemental Compensation will be paid to Coach no later than February 15 of the year following the Contract Year in which the Supplemental Compensation was earned, provided, however, that any Supplemental Compensation related to a bowl game, playoff game or National Championship will be deemed to have been earned during the Contract Year in which that football season giving rise to that bowl game, playoff game or National Championship has taken place.

**5. Club Memberships:** The University will pay Coach's membership fees, monthly dues and related assessments in a country club approved in advance by University and Coach. Coach will also be provided a membership in the Jerry S. Rawls Golf Course. It is understood and agreed that such memberships are provided for business purposes so as to allow Coach to develop and promote interest and support and sponsorship of the football program and the University.

**6. Football Tickets:** The University will provide to Coach the use of a football stadium suite with up to 40 tickets and reasonable food and beverages for each University home football game plus 4 season tickets in the stadium bowl at no cost to Coach. Coach will be responsible for any income taxes associated with this benefit. The University will provide Coach up to 20 tickets to each University away football game and any bowl game in which the University's football team participates during the term of this Agreement, also at no cost to Coach.

**7. Life Insurance:** The University will provide to Coach a term life insurance policy in the amount of \$5,000,000 at no cost to Coach during the Term of the Agreement. Coach will be responsible for any taxes related to benefits received from such policy.

**8. Business Entertainment Funds:** Coach will be provided access to business entertainment funds in an amount up to \$50,000 annually during the Term of the Agreement. The funds are to be used for business development and promotion of the University football program.

#### **IV. PERFORMANCE**

In the performance of his duties, Coach shall be directly responsible to and under the supervision of the Director of Intercollegiate Athletics. Without limitation of the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students and as a representative of University. The parties agree that, although this Agreement is sports related, the primary purpose of the University and this Agreement is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this Agreement. Coach will follow all applicable University policies and procedures. Coach shall not, either directly or indirectly, breach or countenance the breach by any player or coach subject to his control or supervision of any of the rules and standards of the Big 12 Conference, the NCAA, youth, collegiate, and master's amateur athletics as well as other associations or agencies to which the University adheres. In this connection, Coach agrees to devote his entire time, labor, effort and attention, in good faith, to conduct and perform the duties commensurate with the position as Head Football Coach. Coach shall assure the fair and responsible treatment of student-athletes in relation to their health, welfare and discipline. Breach of such rules and standards, whether willful or through negligence, may be subject to a range of disciplinary action and penalties, which may include but shall not be limited to public or private reprimand, monetary fines or adjustments in compensation or adjustments to the Term of this Agreement, and suspension of Coach's duties, as determined by the President following consultation and review with the Director of Intercollegiate Athletics. The provision of this paragraph shall be without prejudice to any right the University may have under Section V of this Agreement.

Unless notice of termination of employment has been given to Coach in accordance with V.A or V.D. below, Coach shall not engage in discussions or negotiate, either directly or indirectly, concerning Coach's prospective employment by any other employer without first providing prior written notice to the Director of Intercollegiate Athletics of such discussion or negotiations. Failure to provide such notice may be considered a material breach of this Agreement.

#### **V. TERMINATION**

**A. FOR CAUSE**

The University specifically reserves the right to terminate this Agreement for cause, such cause shall include but is not limited to the following: failure or refusal to perform assigned duties; actions detrimental to the University, such as a violation or violations of the governing policies, rules, regulations and procedures of the University, any athletic conference of which the University is a member, or NCAA or countenance of such violations by a member of Coach's staff; Coach's violation of local, state or federal laws; or Coach's commission of an act of moral turpitude. In the event this Contract is terminated by the University for cause, the

University's sole obligation to Coach shall be to pay his base salary until the effective date of termination (and any Supplemental Compensation that has been earned pursuant to paragraph III.C.4. above). In no case shall the University be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites, income, Supplemental Compensation, or any form of consequential damages resulting from or associated with Coach's employment.

**B. INABILITY TO PERFORM**

In the event of the inability of Coach to continue to perform his obligations under this Agreement by reason of a substantial physical or mental incapacity lasting in excess of one hundred twenty (120) days (of which at least sixty (60) must be consecutive) which cannot reasonably be accommodated by the University and which prevents Coach from being able to perform essential functions of the duties and responsibilities set forth herein, this Agreement shall thereupon terminate and all future obligations between the parties hereto shall cease.

**C. EARLY TERMINATION OR RESIGNATION OF COACH**

In the event Coach terminates his employment at University to coach at another NCAA Division 1-A institution during the Term of this Agreement, Coach shall pay University a lump sum amount equal to the remaining Base Salary of the Agreement within one year of the date of resignation. All other liabilities of the parties shall cease effective the date of resignation provided, however, that Coach shall be entitled to any Supplemental Compensation set forth in paragraph III.C.4. above earned prior to Coach's resignation. For purposes of this paragraph, Coach shall be deemed to have terminated his employment at University in order to coach at another institution if Coach accepts a coaching position at another NCAA Division 1-A institution within one-year after terminating his employment at University.

**D. TERMINATION WITHOUT CAUSE BY UNIVERSITY**

In addition to the provision set forth above, there is also reserved to the University the right to terminate this Agreement without cause at any time. The parties agree that in the event this right to terminate is exercised, the University will pay a lump sum amount of liquidated damages in the amount of the remaining Base Salary of the Agreement, plus any Supplemental Compensation set forth in paragraph III.C.4 or Rights Fees for Outside Athletics Related Income set forth in paragraph III.C.3 above earned prior to such termination date. Such lump sum payment will be paid within one year of the termination date. In such event, the University shall not be liable to Coach for any other University benefits, perquisites or any collateral business opportunities, outside income revenues or guarantees or other benefits associated with Coach's position as Head Football Coach.

**E. MUTUAL AGREEMENT**

The parties reserve the right to terminate this Agreement by mutual agreement. In the event the right to terminate pursuant to this paragraph is exercised, all liability of the parties shall cease effective the date of termination.

**VI.**  
**PUBLIC APPEARANCES**

Coach shall make no public appearance, either in person or by means of radio or television, or willingly allow the use of Coach's name in connection with Coach's relationship to the University when any such appearance or use of name will result in unfavorable reflection upon the University. Coach will neither participate in, nor allow Coach's name to be used in connection with any particular athletic equipment and/or commercial activity wherein Coach will receive remuneration for such participation or use unless Coach first shall have received written consent therefore from the Director of Intercollegiate Athletics. Endorsement or consultation contracts with athletic shoe, uniform or apparel, or equipment manufacturers must be reviewed and approved by the Director of Intercollegiate Athletics before Coach can execute such an agreement.

**VII.**  
**REPRESENTATIONS**

It is mutually understood that this Agreement contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless specifically and unequivocally referenced in the preceding paragraphs, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto. Any modification, amendment or addendum to this Agreement shall only be by written instrument signed by each party hereto.

**VIII.**  
**INTERPRETATION**

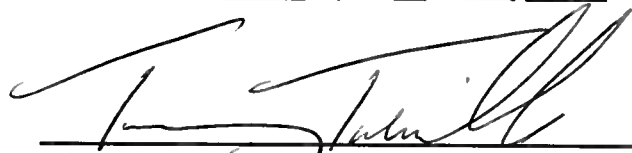
No provision or part of this Agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provision and parts shall remain in full force and effect.

**IX.**  
**APPLICABLE LAW**

This Agreement is made and entered in Lubbock County in the State of Texas; the laws of Texas shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Agreement.

Coach has been advised to have this Agreement reviewed by counsel familiar with employment agreements before agreeing to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto shall consider this Agreement to be effective on the 9th day of January, 2010.

  
\_\_\_\_\_  
TOMMY TUBERVILLE  
Head Football Coach

2-25-10

Date

  
\_\_\_\_\_  
GERALD MYERS  
Director of Intercollegiate Athletics

2-25-10

Date

  
\_\_\_\_\_  
GUY BAILEY  
President – Texas Tech University

2/27/10

Date