

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF WASHINGTON
EMPLOYMENT CONTRACT
HEAD FOOTBALL COACH**

This Agreement is between **Tyrone Willingham** (the "Employee") and the University of Washington (the "University"). Upon its commencement, it cancels and replaces any and all prior employment agreements, offers, or understandings whether written or oral, between these two Parties.

The Parties agree as follows:

1. **Position.** The University and the Employee have entered into this Employment Agreement because the University desires to hire the Employee as the **Head Football Coach** for a period of five (5) years with the Employee's assurance that he will serve the entire term of this Employment Agreement, a long-term commitment by the Employee being critical to the University's desire to run a stable athletics program. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Employment Agreement. Accordingly, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the following terms and conditions.
2. **Employee Responsibilities.** During his employment Employee agrees to the following duties and responsibilities:
 - a. Employee shall devote full and best efforts in faithfully and diligently carrying out the duties and responsibilities of Head Football Coach in the Department of Intercollegiate Athletics.
 - b. Employee shall actively comply with and support all University rules and regulations.
 - c. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletic competition and adhere to all applicable rules and regulations of the NCAA, the Pacific-10 (Pac-10) Conference, and other established bodies that govern or oversee intercollegiate athletics or the University. In the event Employee becomes aware, or has reasonable cause to believe, that violations of these organizations' constitutions, bylaws, interpretations, rules or regulations may have taken place, Employee shall report same promptly to the Senior Associate Athletic Director for Compliance.
 - d. Employee shall carry out all other Department duties as assigned by the Director of Intercollegiate Athletics ("Director").
 - e. Employee shall comply with all applicable laws and rules of the United States and the State of Washington.
 - f. Employee shall use best efforts to generate revenue from the Football program. Such efforts shall include, but are not limited to, participation in reasonable fundraising events as determined by the Director.
 - g. Employee shall attend various functions as determined by the Director as is reasonable.

3. **Duration.** This Agreement shall be for a term of five (5) years commencing on **December 12, 2004** and ending on **December 11, 2009** (the "End Date of The Agreement"), unless terminated sooner in accordance with paragraphs 8, 9, 10, or 11.
4. **Compensation and Benefits.** In consideration for the promises he has made in entering into this Agreement, Employee shall be entitled to the forms of compensation set forth below. Employee is not eligible for tenure or any rights that may apply to tenure. Unless specifically excluded by law, all compensation will be included in Employee's gross income and shall be subject to normal deductions for state, local, and federal taxes and any retirement or other benefits which Employee is entitled to participate in. Employee's compensation and benefits shall be as follows:
 - a. **Base Salary.** Employee's Base Salary for services and satisfactory performance of the terms and conditions of the Employment Agreement shall be \$425,004 per year (\$35,417 per month). The University shall review Employee's base salary on an annual basis and shall have the right but not the obligation to increase Employee's base salary at such times and in such amounts as it deems appropriate. Compensation shall be paid in accordance with established University and State of Washington payroll procedures.
 - b. **Regular Media Compensation.** At the discretion of the Director, Employee may be assigned to appear on television and radio broadcasts of University of Washington football games, other sports shows dedicated to University of Washington sports as may be developed, and any other media appearances as directed by the Director. The amount of compensation paid to Employee for his media work during the term of this Agreement is established in the University's individual media contracts. The annual amount of media compensation is \$275,000 (this includes both radio and television). The University will pay to Employee the annual amount of any media compensation in two equal installments on June 10 and December 10 of each contract year. Employee agrees to make himself available for such media appearances as directed by the Director. It is acknowledged that such appearances may include, but not be limited to, pre-game and post-game shows connected with game broadcasts and/or pre-game and post-game receptions.
 - c. **Regular Pay for Appearances and Consultations.** Employee agrees to the following regarding the University's contractual sponsorship relations with NIKE and other corporate sponsors.
 - (1) **Personal Appearances.** Employee agrees to be available for a minimum of three (3) personal appearances on behalf of NIKE and additional appearances for other sponsors as determined by the Director. No single appearance shall exceed a total of twenty-four (24) hours in duration, including travel time, unless otherwise agreed to in advance. Such appearances may include, but are not limited to, speaking engagements, appearances at sports clinics, celebrity events, and other public appearances sponsored in whole or in part by NIKE, or other sponsors. During these appearances, Employee shall not be required to provide a qualitative or comparative description of a product or provide price information or advertising.

The personal appearances described in this paragraph are in addition to and consistent with Employee's general obligation to promote the University, the Department of Intercollegiate Athletics and the football program through public relations activities.

(2) Consultation. Employee agrees that, upon the University's reasonable request, Employee will provide written or oral feedback to NIKE, or other sponsors as determined by the Director, concerning the design or performance of products supplied to Employee and Employee's team.

(3) License to Use Personality Rights. Employee will grant to University the nonexclusive right to utilize Employee's personality rights, including Employee's name, voice, signature, photograph or likeness, in conjunction with promoting University events, activities, or interest. This right specifically includes the nonexclusive right to utilize Employee's personality rights in conjunction with the University's acknowledgment of third-party sponsors or vendors. All uses of Employee's personality rights shall be subject to approval on a case-by-case basis by Employee, which approval shall not be unreasonably withheld. Prior to utilizing Employee's personality rights, University shall furnish to Employee, for the approval of Employee, University's intended use of Employee's name, voice, signature, photograph, or likeness. Employee shall retain all title and interest in his personality rights except as permitted by this Agreement.

(4) Compensation. As compensation for the duties performed under the terms of paragraph 4c, and in consideration for the utilization of Employee's personality rights, the University shall provide \$275,000 to Employee each contract year. The University shall pay this amount in two (2) installments of \$137,500 on April 10 and on October 10 of each contract year.

- d. **Regular Pay for Speaking and Representation**. The University's interests are served by strong relationships with alumni and the general public. Employee shall promote such interests by representing the University at alumni functions and other public, private and community events. It is acknowledged that these events often occur at times that require significant travel and time commitments by the Employee. For representing the University's athletics program at public and private events, including but not limited to alumni and community gatherings, meetings, and special events, the Employee shall receive \$200,004 each contract year. Payments will be made on a prorated monthly basis.
- e. **Housing Allowance**. During each of the five years of this Agreement University shall provide Employee with a \$100,008 annual housing allowance for the purpose of acquiring and maintaining Employee's primary residence. Payments will be made on a prorated monthly basis.
- f. **Regular Spousal Travel Expenses and Family Travel Budget**. University will pay the cost of having Employee's spouse travel to all away football games, all post-season events in which the University's football team participates, and two additional business-related trips each fiscal year. In addition, the University will grant to Employee an annual budget of \$25,000 for the expenses of Employee's family relating to reasonable airline fare, lodging and other necessary and proper expenses for travel to

University events. Any unexpended balance will be paid to Employee at the end of each year.

- g. **Benefits.** University shall provide Employee with those benefits available to personnel under the Personnel Program for Contract Staff--Department of Intercollegiate Athletics (the "Personnel Program"). The benefits set forth in the Personnel Program, in effect at the time this Agreement is entered into, or as thereafter amended, shall apply to Employee and to this Agreement, and the terms of the Personnel Program regarding benefits are incorporated herein by reference. In the event of any conflict between this Agreement and the benefits section of the Personnel Program, the terms of this Agreement shall prevail.
- h. **Courtesy Car.** Employee will be eligible to participate in the University's courtesy car coach program and be assigned two vehicles. The vehicles can be used for both personal and official purposes. Each year of this Agreement, Employee shall receive an allowance of \$2,000 to cover all costs of using vehicle for official purposes. No other reimbursement is authorized for vehicle expenses. The Employee is responsible to pay taxes on the annual leased value of the vehicle, in accordance with IRS rules and established University policies and procedures for the Courtesy Car Program. It is understood that these perquisites may be withdrawn by the Director at any time in the Director's sole discretion.
- i. **Country Club Membership.** The Parties agree that an important role of the Head Football Coach is to develop relationships and contacts with established members of the business community, as well as relationships and contacts with supporters of the University's Intercollegiate Athletics Department (the "Department"). Accordingly, the University agrees to make available to Employee while he serves as Head Football Coach a membership at a mutually agreeable Country Club. The University further agrees to pay for Employee's monthly dues and expenses incurred as a result of University purposes and interests. Employee shall remain responsible for any personal expenses incurred. The University will maintain all property rights and ownership interest in the membership. The membership fee shall not be incurred on behalf of Employee.
- j. **Regular Payments Toward Enhanced Retirement Income.** Each contract year the University will set aside \$100,000 in deferred compensation. In the event Employee remains the Head Football coach through the regular football season of the fifth year of this contract, then he will be entitled to receive no less than the full \$500,000 set aside plus any interest it may have earned within the University's investment system. If the Employee is not employed by the University for the full five year regular season period he will forfeit all such deferred compensation.
- k. **Regular Payment for Pac-10 Season standings.** In the event Employee's team is the Pac-10 champion or co-champion, Employee shall receive \$25,000 in additional compensation one month after the champion(s) is named. If Employee is the Pac-10 Coach of the Year he will receive \$10,000 in additional compensation one month after the award is made.
- l. **Regular Payment for Coach of the Year.** In the event Employee is selected as National Coach of the Year, Employee shall receive \$20,000 in additional

compensation payable one month after the award is made.

- m. **Regular Post-Season Participation Compensation.** The University shall provide compensation to Employee in the following amounts for the football team's participation in postseason play:

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- \$25,000 for participation in a postseason bowl game; or
- \$75,000 for participation in a postseason BCS bowl game; or
- \$150,000 for participation in a BCS championship bowl game; or
- \$175,000 for winning the BCS championship game.

The University shall pay to Employee any compensation earned under this paragraph one month after the team participates in a postseason game.

- n. **Academic Incentives.** Employee can receive the following performance incentives related to the academic performance of student-athletes participating in the football program:

- \$25,000 if the cumulative grade point average of all players on the roster is 2.7 or greater;
- \$25,000 if the APR as calculated by the NCAA is 92% or higher;
- \$25,000 if the graduation success rate as calculated by the NCAA is 100%;
- \$2,500 per academic All-Pac-10 player (up to 5 players per year for a maximum of \$10,000);
- \$5,000 per academic All-America player (up to 2 players per year for a maximum of \$10,000); and
- \$10,000 if the University is the American Football Association Graduation Rate Award winner.

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The University shall pay to Employee any compensation earned under this paragraph one month after it is determined that the compensation has been earned.

- o. **Administrative Incentive Pay.** Employee can receive the following performance incentives related to the administrative performance of the football program:

- \$25,000 if the football program maintains a score of 95 or above on the compliance index established by the athletic department compliance office;
- \$20,000 if the attendance at home football games increases by 10% or more over the previous years paid attendance, provided that if all games during the previous season were sold out the Parties agree to meet and endeavor to reallocate this incentive pay; and
- \$20,000 if the annual giving to the athletic department by Tye members increases by 10% or more over the previous year's total.

The University shall pay to Employee any compensation earned under this paragraph one month after it is determined that the compensation has been earned.

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- p. **Supplemental Compensation Based on Length of Service.** The Parties acknowledge that developing and maintaining a Division 1A football program that can compete competitively in the Pac-10 Conference and on a national level requires a long-term commitment from both the University and the Employee. As an incentive to the Employee to remain an employee of the University for the full term of this Agreement, the Parties hereby agree that, in addition to base salary and all other forms of compensation provided for by this Agreement, the Employee may each contract year earn additional compensation in the amount of 50% of the amounts earned under sections 4 k, l, m, n and o. All such earnings will be deferred. In the event Employee remains the Head Football Coach through the regular football season of the fifth year of this contract, then he will be entitled to receive the full amount set aside under this paragraph plus any interest it may have earned within the University's investment system. If the Employee is not employed by the University for the full five year regular season period he will forfeit all such deferred compensation.
- q. **Expenses.** Except as provided in paragraph 4h above, the University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement, including but not limited to expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with the standard procedures of the University upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail.
- r. **Shoe, Apparel and Equipment Contracts.** In the course of Employee's official duties, Employee shall, as determined by the University, use the shoes, apparel, or equipment of the companies with which University has contracted for athletic supplies. Further, such companies may ask Employee to endorse, consult, or provide other services for shoe, apparel, or equipment companies. Any services provided by Employee to NIKE in his official capacity shall be pursuant to paragraph 4e of this Agreement. Subject to paragraph 6 of this Agreement and full compliance with the State Ethics law, any other compensation for outside services provided by the Employee to athletic shoe, apparel, or equipment companies shall be paid by such athletic shoe, apparel, and Equipment Company. Employee's services to the company shall be separate from the services Employee will provide in the course of Employee's official duties.
5. **Academic Expectations.** In the performance of his duties, Employee shall be directly responsible to and under the supervision of the Director. Without limitation of the foregoing, Employee, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students. The Parties agree that, although this employment contract is sports-related, the primary purpose of the University and this Agreement is educative. Thus, the Parties recognize and agree that satisfactory academic performance and normal and ordinary progress toward obtaining a baccalaureate degree by student-athletes participating in the University's intercollegiate athletics programs are of paramount importance. Performance reviews by the University of the Employee shall specifically include an evaluation of how well the participants in the University's intercollegiate athletics programs are performing academically. Employee will

make every effort to ensure that student-athletes participating in the football program graduate. Employee agrees to adhere to and follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes for the sports program. All academic standards, requirements, and policies of the University shall be observed by the Employee at all times and shall not be compromised or violated at any time.

6. **Collateral Opportunities.** The Parties acknowledge the potential existence of collateral opportunities that may result in additional income to Employee, such as personal service agreements for supplemental income. The Parties also recognize that Washington's State Ethics law may limit these opportunities. The following terms and conditions shall apply to Employee's collateral opportunities.
 - a. **University Obligations Are Primary.** Such outside activities shall not interfere with the full and complete performance by Employee of his duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students.
 - b. **NCAA Rules, State Law, and University Policy Shall Be Followed.** In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor, or engage in any other action, if such action would violate the NCAA or Pac-10 Conference constitution, bylaws, rules and regulations or interpretations thereof, or any state law, including but not limited to the State Ethics law or University policy on outside compensation or conflict of interest, as now or hereafter enacted.
 - c. **Prior Written Approval.** Employee must obtain prior written approval from the Director for all income and benefits from sources outside the University, including but not limited to: income from annuities; sports camps; housing benefits; ticket sales; television and radio programs; licensing and marketing opportunities; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or distributors. Prior written approval from the University's Trademarks and Licensing Office is required to use, directly or by implication, the institution's name, logo, or other registered trademarks in the endorsement of commercial products or services for personal gain. Prior written approval from the Special Assistant to the President may also be required for certain kinds of non-athletically related income under state law.
 - d. **Annual Reporting Requirement.** Employee must provide the Director with a written report, at the end of each calendar year, itemizing all outside compensation received during that year.
 - e. **Other Limitations.** Employee may not be identified in any commercial advertisement as an employee of the University, and Employee's position or title may not be used as an identifier in such advertisement, without the prior written consent of the University. In addition, Employee may not use or be pictured in identifiable University facilities in commercial advertisements without the prior written consent of the University. Any

outside activities undertaken shall be in conformance with State and University policies and regulations including the University's policy on outside compensation.

f. **University Is Not Liable.** During the term of this Agreement, the University is responsible to compensate Employee only for the base salary identified in paragraph 4a and any other compensation, specifically outlined in paragraphs 4b through 4p. Under no circumstances is, or shall, the University be responsible or legally liable for the existence, availability, continuation, alteration, compensation, or termination of any collateral opportunities, or other benefits.

7. **Use of University Facilities.** The Parties acknowledge that Employee may own, work for, or otherwise be associated with a private sports camp. Employee may request to use University facilities administered by University personnel for such sports camps. Use of University facilities by the Employee will be pursuant to a separate contract, which shall include a requirement that the sports camp pay the University an appropriate fee for the use of the facility. Employee understands he is responsible for ensuring that any camp activities comply with the State Ethics law.
8. **Termination by University With Cause.** University shall have the right to terminate this Agreement for just cause prior to its normal expiration. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:
- a. Violation by Employee of any of the material provisions of this Agreement not corrected by Employee within ten (10) days following receipt of notification of such violation from the University;
 - b. Refusal or unwillingness by Employee to perform his duties hereunder in good faith or to the best of Employee's abilities;
 - c. Any serious act of misconduct by Employee, including but not limited to, an act of dishonesty, theft or misappropriation of University property, moral turpitude, insubordination, or act injuring, abusing, or endangering others;
 - d. Any significant or repetitive violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Pac-10 Conference or the NCAA, which violation may, in the sole good faith judgment of the University, reflect adversely upon the University or its athletic program, including any violation which may result in the University being placed on probation by the Pac-10 Conference or the NCAA and including any violation which may have occurred during prior employment of the Employee at another NCAA member institution;
 - e. Any significant or repetitive violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Pac-10 Conference or the NCAA by a member of the football coaching staff or any other person under the Employee's supervision and direction, including student-athletes in the football program, which violation may, in the sole good faith judgment of the University, reflect adversely upon the University or its athletic program, including any violation which

may result in the University being placed on probation by the Pac-10 Conference or the NCAA. This provision does not include criminal violations that the Employee did not sanction; and

- f. Any other significant or repetitive conduct of Employee which is prejudicial to the best interests of the University or its athletic program as determined by the Director or President of the University.

“Just cause” sufficient to satisfy the provisions of this section shall be determined by the Director, or as needed, the University President. Upon such determination, the Director shall have the authority to order the paid suspension of Employee from his duties. Notice of the determination of just cause will be given to Employee in writing. Said notice will include a statement of the basis for the determination. Within seven (7) days of receipt of the notice, Employee will be afforded the right to a pre-termination meeting with the Director. At this meeting, the Employee shall have the opportunity to respond to the notice, and to present his position. The Employee shall have the right to have an attorney present at this meeting. Following such meeting, the Director shall issue a decision, which shall be final. The Employee and the University agree that there will be no further administrative process in connection with the termination of this Agreement, and the Employee explicitly waives his rights to additional administrative process, including without limitation his due process rights under the federal and state constitutions, his rights under the state Administrative Procedures Act, his rights under any other state or federal law, and his rights under any University rule or regulation. This clause does not preclude Employee from suing the University for breach of contract, the intent of this clause is to clearly articulate and agree upon Employee’s administrative and due process rights.

In the event this Agreement is terminated for cause in accordance with the provisions of this paragraph, all obligations of the University to make further payments or provide other consideration hereunder shall cease, provided that University shall pay to Employee all compensation earned on a pro-rata basis to the date of termination. In no case shall the University be liable to Employee for the loss of any collateral opportunities or other benefits, perquisites, or income from any source.

Employee understands and agrees that in the event a termination under this paragraph is later determined to be unfounded, such termination shall automatically convert to a termination without cause and the liquidated damages set forth in paragraph 10 shall apply.

9. **Termination for Disability.** In the event of inability of Employee to continue to perform the obligations described in this Agreement by reason of death, illness, or some other occurrence beyond the control of either Party, and such inability to perform has continued or will continue beyond a reasonable period of time, as determined by the Director in his sole discretion, this Agreement shall automatically terminate the month such death, illness, or other disability occurs and all future obligations between the Parties shall cease unless otherwise required by law, provided that University shall pay to Employee all compensation earned on a pro-rata basis to the date of termination.

10. Termination by University Without Cause.

- a. This Contract may be terminated by the President of the University or his designee at any time without cause upon written notice to Coach. In such event, University will pay Coach liquidated damages, in lieu of any and all other legal remedies or equitable relief and without regard to any compensation Coach may earn in mitigating damages.
- b. The amount of liquidated payments under this Paragraph will be as follows:
 - (1) If Coach's contract is terminated prior to or on January 2, 2008, then Coach shall be entitled to receive the amount of \$1,500,000 for each year then remaining on his contract to be paid out as specified herein.
 - (2) If Coach's contract is terminated after January 2, 2008, the Coach shall be entitled to receive the amount of \$1,000,000 for each year then remaining on his contract to be paid out as specified herein.
- c. Lump sum payment shall be made payable within thirty (30) days after the effective date of the termination.
- d. If the University exercises its right under this Section to terminate this Agreement without cause, the Employee shall be entitled to damages only as provided for in this Section. In the event a termination for cause is not upheld, it shall automatically convert to a termination without cause. In such a case, termination by the University without cause shall be effective upon the date the University gives notice to Employee, in writing, that the Agreement is being terminated for cause.

The Parties recognize that a termination of this Agreement by the University prior to the End Date of the Agreement may cause Employee to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. Accordingly, the Parties agree to this liquidated damages provision, and agree that the liquidated damages provided for herein are in lieu of, and University shall not be liable for, any other damages, University benefits or any collateral business opportunities or other benefits associated with Employee's position.

Employee further understands and agrees that the liquidated damages provided for herein adequately compensate Employee for all property and other rights and interests he may have in this Agreement; and further agrees that he is not entitled to any hearing of any kind prior to being removed without cause from his position under this paragraph or to any post-removal hearing to determine whether Employee was removed under this paragraph in a manner consistent with the provisions of this Agreement. The liquidated damages provided for herein shall also be in lieu of any review under the complaint resolution provisions of the Personnel Program.

11. Breach by Employee. In the event Employee breaches this Agreement by leaving employment prior to the End Date of the Agreement to coach at another NCAA institution,

or to coach at any level of professional football, Employee shall forfeit all deferred compensation and pay to University in lieu of all other legal remedies liquidated damages in the following sums:

If Employee leaves during the first three years of this Agreement he will forfeit all deferred income and pay the University \$1,000,000;

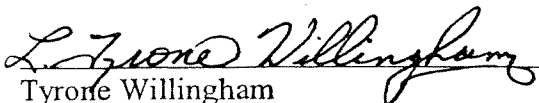
If the Employee leaves during the fourth year of this Agreement he will forfeit all deferred income and pay the University \$750,000; and

If the Employee leaves during the fifth year of this Agreement he will forfeit all deferred income and pay the University \$500,000.


The Parties acknowledge that the University will incur administrative, recruiting and resettlement costs and loss of ticket revenues which damages are difficult to determine with certainty. Accordingly, the Parties agree to this liquidated damages provision.

12. **NCAA Violations.** Without limitation upon any right or remedy of the institution in the event Employee breaches this Agreement, it is specifically agreed that if the Employee is found to be in violation of NCAA rules and regulations while employed at the University or during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. If the Employee is found to have been involved in any violation of NCAA or Conference rules and regulations, the University may take one or more of the following actions that it deems appropriate: (a) termination of employment in accordance with paragraph 8; (b) suspension for such period of time as the University shall in its sole discretion determine, or other corrective action, including but not limited to a reduction in pay, or (c) other sanctions as required by the NCAA or Pac-10 Conference.
13. **University Approval Prior To Discussion Regarding Other Coaching Positions.** The Parties agree that, should another coaching opportunity be presented to Employee, or should Employee be interested in another coaching position during the term of this Agreement, Employee must notify the University's Director of Intercollegiate Athletics of such opportunity or interest and permission must be given to Employee by the Director before any discussions can be held by the Employee or his representative with the anticipated coaching position principals, which permission shall not be unreasonably withheld.
14. **Entire Agreement.** It is mutually understood that this Agreement contains all of the employment terms and conditions to which the Parties have agreed. No other understandings or representations, either oral or written, regarding this Agreement shall be deemed to exist or to bind the Parties. Any modifications or amendment to this Agreement shall be made in writing and signed by each Party.
15. **Venue and Applicable Law.** This Agreement is made and entered into in the state of Washington and the laws of Washington shall govern its validity and interpretation. Venue for any action under this Agreement shall be in Superior Court for King County.

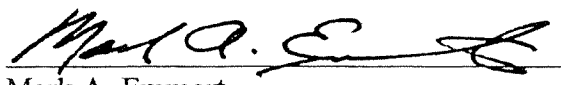
16. **Severability.** If any provision of this Agreement shall be held unenforceable or invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect to the maximum extent practicable without the invalid provision and, to this end, the provisions are declared to be severable.
17. **Review by Attorney.** Employee acknowledges that he has had an opportunity to have this Agreement reviewed by his attorney.


Tyrone Willingham
Head Football Coach

Date: 12-29-04

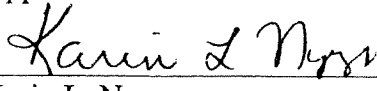

Todd Turner
Director of Intercollegiate Athletics

Date: 12-15-04


Mark A. Emmert
President
University of Washington

Date: 1.09.05

Approved as to form:


Karin L. Nyrop
Assistant Attorney General

Date: Jan 6, 2005

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF WASHINGTON
ADDENDUM TO EMPLOYMENT CONTRACT**

This Addendum amends the Employment Contract (the "Agreement") between **Tyrone Willingham** (the "Employee") and the University of Washington (the "University"), which began December 12, 2004. This Addendum is executed pursuant to the terms of the Agreement.

WHEREAS, Employee and University wish to amend the Agreement to revise Employee's responsibilities and compensation.

THEREFORE, in consideration of the mutual promises and representations contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following terms and conditions:

Section 4.i., add the following to the end of this section:

University agrees to pay a one time initial country club family membership fee of \$3,000 and thereafter pay \$150.00 per month for country club family membership dues. Payments for family country club memberships shall be subject to applicable deductions for state, local and federal taxes.

Section 4.j., Regular Payments Toward Enhanced Retirement Income, the first sentence shall be replaced with the following:

At the beginning of each contract year the University will set aside \$100,000 in deferred compensation.

Section 4.n., Academic Incentives, shall be replaced with the following:

Employee can receive the following performance incentives related to the academic performance of student-athletes participating in the football program:

\$25,000 if the cumulative grade point average of all players on the roster is 2.7 or greater;

\$25,000 if the APR as calculated by the NCAA is equal to or greater than the cutpoint established by the NCAA;

\$25,000 if the graduation success rate as calculated by the NCAA is 100%;

\$2,500 per academic first team All-Pac-10 player (up to 5 players per year for a maximum of \$12,500);

\$5,000 per academic first team All-America player (up to 2 players per year for a maximum of \$10,000); and

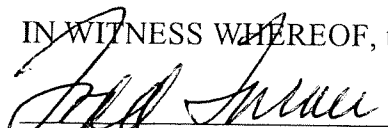
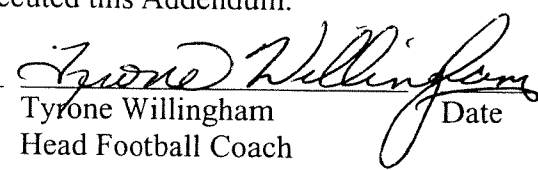
\$10,000 if the University is the American Football Association Graduation Rate Award winner.


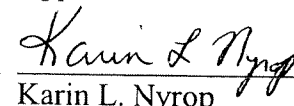
The University shall pay to Employee any compensation earned under this paragraph one month after it is determined that the compensation has been earned.

Willingham Addendum
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Unless specifically changed by this addendum or previous addendum all terms set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum.

	<u>2-7-06</u>		<u>02/09/06</u>
Todd Turner	Date	Tyrone Willingham	Date
Director of Intercollegiate Athletics		Head Football Coach	

	<u>4.27.06</u>	Approved as to Form: 	<u>4-24-06</u>
President Emmert or Designee	Date	Karin L. Nyrop	Date
President's Office		Assistant Attorney General	

USE AGREEMENT FOR UNIVERSITY ATHLETIC FACILITIES

THIS AGREEMENT is between the UNIVERSITY OF WASHINGTON, an institution of higher education and an agency of the State of Washington, hereinafter referred to as the "University," and **Tyrone Willingham Football Camp, PMB 396, 4616 25th Avenue NE, Seattle, WA 98105**, hereinafter referred to as the "User."

WHEREAS, the University is the owner and operator of the facilities known as Husky Stadium, Hec Edmundson Pavilion, Nordstrom Tennis Center, Edmundson Pool.

WHEREAS, User and the University desire to enter into an agreement specifying the terms and conditions under which User will use the above listed facilities for: **Tyrone Willingham Football Camps 6/26-6/29/05**

NOW, THEREFORE, for and in consideration of user fees and in further consideration of the mutual promises, terms, and conditions hereof, the parties hereby agree as follows:

1. **Description of Premises.** University hereby grants to User the use of the following premises:

Indoor Practice Facility	\$200/day x 4 days =	\$800.00
Husky Stadium	\$160/day x 4 days =	\$640.00
East Field (East)	\$120/day x 4 days =	\$480.00
Grand Total:	\$1,920.00	
2. **Term of Usage.**

This Agreement shall be for the period commencing **6/26/05 7:00am.** and ending **6/29/05 10:00pm**
3. **Purposes.**

The premises specified in Section 1 (Description of Premises) are to be used for the following purpose and for no other purpose without the written consent of the University: **Tyrone Willingham Football Camps 6/26-6/29/05**
4. **User Fees.**

User agrees to pay University the rental fees for the use of the facilities listed in Section 1 no later than 7 days preceding the event. User also agrees to pay University's direct costs for the following services upon receipt of an invoice following the same: maintenance/custodial services; event staff; security; sound system; and additional utilities. Attached to this agreement is the Billing Statement for the rental fees. Any additional services requested by the User after this agreement has been signed will be added as an addendum to the original contract.
5. **Building Services.**

The University shall be responsible for providing the Premises with the existing electric light and power, heat, water, and other utilities. Solid Waste, Recycling and any additional utilities required by the User will be charged to the User as additional Direct Costs mentioned in Section 4 (User Fees).
6. **Care of Premises and Responsibility for Damages.**

User shall not injure or mar or in any manner deface any part of the Premises, including but not limited to placing tape on walls or floors, driving or permitting to be driven nails, hooks, tacks or screws into any part of the buildings, structures, fields of stands, or making or allowing to be made any alterations or changes of any kind to the Premises without the prior written consent of the University.
7. **Insurance.**

User shall provide comprehensive general liability insurance with limits of not less than \$1 million per occurrence, including coverage for personal injury, property damage, contractual liability and, when the event is of an athletic nature, coverage for athletic participation. The policy shall name the University, its employees and volunteers as additional insured and shall contain a standard severability of interest clause. User's insurance shall be primary and noncontributory to any self-insurance fund or insurance policy available to the University. User shall deliver a Certificate of Insurance confirming such coverage to the University's Director of Risk Management, with a copy to the ICA Event Management office, at least 45 days prior to the date of scheduled use. Such certificate shall provide that the University shall be given at least 45 days prior written notice should User's insurance policy be canceled before the expiration date.

8. Indemnification.

User shall defend, indemnify, and hold the University, its officials, agents, employees and volunteers harmless from and against all claims, liability, loss, and expense, including the costs of defense, which arise by reason of the acts or omissions of User, its directors, employees, agents, contractors, or invites in connection with the performance of this agreement or their use of the Premises.

9. Risk and Security.

The User assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of the User, its employees, its invites, and/or its exhibitors, and no claim shall be made upon the University because of any such loss. The User shall be responsible for the provision security during the term of this Agreement for any property brought onto the University premises by the User, its employees, and/or its purveyors.

10. Fire Safety and Insurance Standards.

User shall not do or permit the doing or any acts in or upon any portion of the Premises, or bring or keep therein or thereon anything which will in any way conflict with the conditions of any insurance policy upon the Premises or property kept therein, or in any way increase the rate or invalidate any policy of fire insurance upon the Premises or any property kept therein.

User shall not use oil, camphene, kerosene, naphtha, gasoline or any other burning fluids or any flammable gas for mechanical or other purposes, nor any agent other than electricity for illuminating the Premises, without the prior written consent of the Assistant Director for Facilities Management.

User shall not use or allow the use of open flame or any fireworks of any kind upon the Premises.

11. Copyrighted Materials.

a. Copyrighted Usage.

The User agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the University facilities during the term of the User's lease complies with United States and any other applicable copyright law.

b. Indemnification.

The User agrees to indemnify and defend at its own expense the University, its officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use of copyrighted materials in the University facilities during the term of this Agreement.

12. Compliance with University Rules and Laws.

User shall comply fully with all rules and regulations of the University for the government and management of the Premises, and with all Federal and State statutes and City ordinances now or hereafter in force in respect to the Premises and User's activities therein. If User's attention is called to any violation of University rules or statutes or ordinances by User or User's employees, or by any person admitted by User to the Premises, User will immediately desist from and correct the violation.

13. Vacating of Premises.

Upon termination of this use agreement, User shall return the Premises in the same condition as the time of commencement of this use, except for normal wear and tear. Unless other arrangements are made with the Sports Facilities office or the University, User shall remove all equipment, supplies and materials owned and controlled by User from the Premises by the termination of the use agreement. Unless such arrangements are made, the University shall have the right to remove, at the expense of User, any of User's effects remaining on the Premises after the expiration or termination of this use agreement; or, until such removal, the University shall have the right to charge and collect from User fees at the same rate per hour or day as is provided for use of the Premises in this agreement. The University assumes no liability for the safekeeping of any items so remaining and reserves the right to sell or otherwise dispose of any such items seven (7) days after giving notice to User of the existence of such items. The University may charge reasonable storage fees for such items.

14. Assignment.

User shall not assign this use agreement or permit any use of the Premises by any person(s) other than User, or permit any use of the Premises other than herein specified, without the prior written consent of the University.

15. Cancellation.

Either party may cancel this use agreement, without penalty, by giving at least seven (7) days prior written notice to the other party. IN the event of such cancellation, the University shall refund any advance payment received from User less the expense of any work explicitly requested to be done by User. In the event that User cancels this agreement with less than seven (7) days prior written notice, User shall pay the University the following amounts: any direct costs set forth in Section 3 which were incurred by the University prior to receipt of written notice of cancellation, and 10% of the rental fee.

The University reserves the right to cancel this use agreement with less than seven (7) days notice in the event that the User is not in compliance with Section 6 of this agreement.

Upon cancellation by the University or User, the University shall not be under any obligation to make the premises available on any alternate date.

16. Force Majure.

The University's failure to perform any of its obligations under this use agreement shall be excused if it is due to causes beyond the control and without the fault or negligence of the University, including but not limited to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

17. Alcoholic Beverage.

User shall not sell, give away or have in its possession any beer, wine, liquor, or other alcoholic beverages of any kind on the premises, or permit such sale, gift or possession by its employees, agents, or invites, unless expressly approved in writing by the University and carried out in accordance with state laws and regulations.

18. Concessions.

The University shall have the sole and exclusive right to sell any form of food or beverage consumed on the Premises unless and exception is expressly granted by the University and its Concessionaire. User may dispense food if no direct charge is made. User shall not engage in the selling of any article on the premises without the prior consent of the University. User shall pay to the University a commission of n/a percent of its gross sales of any articles and shall make its records pertaining to such sales available to the University upon reasonable notice for audit purposes. Any waiver of commission must be in writing and signed by the University.

19. Athletic Training Room.

a. Athletic Training Facility & Equipment

Facility rental for summer camps held at the University of Washington shall include the use of the Athletic Training room(s) and equipment. The Athletic Training room and equipment includes use of the following: Bank of America Training Room, Pavilion Addition Training Room, Dempsey Indoor Arena Training room, water caddies (includes batteries, ice and water), Gatorade coolers and ice chests of varying sizes (includes water and ice), Gatorade carts, ice bags and ice for injuries only, and Athletic Training use only of the golf cart (to transport supplies and injured athletes only, not to be used for general camp use).

b. Athletic Training Supplies

Facility rental for summer camps held at the University of Washington does not include the use of "disposable goods". Disposable goods are considered but not limited to: band aids, tape products, ointments, sunscreen, splints or braces, ace wraps, gauze pads, gloves, etc., or, anything that cannot be returned to the Athletic Training room supply in the same condition it was dispensed. An invoice will be generated with an itemized list of supplies for which the camp will be charged.

20. Miscellaneous.

a. Non-waiver. No failure of the University to insist upon the strict performance of any provision of this use agreement shall be construed as depriving the University of the right to insist on strict performance of such provision or any other provision in the future. No waiver by the University of any provision of this use agreement shall be deemed to have been made unless expressed in writing and signed by the University. No acceptance of user fees or of any other payment by the University from User after any default by User shall constitute a waiver of any such default or any other default. Consent by the University in any on instance shall not dispense with necessity of consent by the University in any other instance.

b. Attorney's Fees. If an action be commenced to enforce any of the provisions of this use agreement, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorney's fees.

c. Captions and Construction. The captions in this agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

d. Partial Invalidity. If any term or provision of this agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to the persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced as written to the fullest extent permitted by law.

e. Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed by both parties.

f. Governing Law. This agreement shall be governed by the law of the State of Washington.

USER: _____

By: *Eileen D. Jensen*

Title: *Coordinator*

Date: *5/27/05*

By: *Paul King*

Title: *Sr. Assoc AD*

Date: *5/18/05*

UNIVERSITY OF WASHINGTON
**COACHES AND STAFF ANNUAL REPORT
 OF OUTSIDE INCOME**
 DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

RECEIVED
 FEB 10 2006
 Per *BH*

I certify that the following is a complete list of each source of outside job-related compensation received by me from January 1 through December 31, 2005

I did not receive any athletically-related outside compensation during the above-named calendar year.

1) Source	Dollar Value
Service Provided	
2) Source	Dollar Value
Service Provided	
3) Source	Dollar Value
Service Provided	
4) Source	Dollar Value
Service Provided	
5) Source	Dollar Value
Service Provided	
6) Source	Dollar Value
Service Provided	

I hereby agree to provide a copy of the contract for each source of compensation reported above to the Director of Intercollegiate Athletics or the Special Assistant to the President upon request.

(Please Print Name)

Lionel Tyrone Willingham

(Sport)

Football

(Signature)

Lionel Tyrone Willingham

02-07-06

(Date)