

## SPONSORSHIP AGREEMENT

This agreement (the "**Agreement**") is made by and between Coca-Cola Bottling Company United-Gulf Coast, LLC (the "**Sponsor**"), and the University of New Orleans, a Louisiana Public University located in New Orleans, Louisiana (the "**University**"). The parties are entering into this sponsorship agreement because the University wishes to grant to Sponsor, and Sponsor wishes to obtain, the rights (i) to offer Beverages for sale and/or sampling on the Campus, and (ii) to market and associate Beverages with the University and to promote their consumption and sale generally and on the Campus. In consideration of the mutual promises contained herein, the parties agree as set forth below under the authority of R.S. 39: 1615D.

1. **Term.** This Agreement takes effect on June 1, 2016 (the "**Effective Date**") and expires on May 31, 2026, unless (i) mutually extended under the terms hereof or by written agreement of the parties, or (ii) sooner terminated as provided herein (the "**Term**").

2. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth on **Exhibit A**.

3. **Beverage Availability Rights.**

3.1 University agrees that not less than 90% of all Beverages sold, distributed, or sampled (that is, distributed at no cost), advertised or promoted anywhere, anytime on the Campus and in connection with the University and/or the Teams will be Coca-Cola Products. Sponsor and University agree that, at a minimum, the following Products will be available: Coca-Cola® (or Coke®), Diet Coke®, Coke Zero®, Sprite®, Dr Pepper®, FUZE®, Minute Maid® juices, DASANI®, smart-water®, and POWERADE®. No Competitive Products will be sold, distributed, sampled, advertised, or promoted anywhere, any time on Campus except as provided in Section 3.6.

3.2 Sponsor shall be the "Official" Beverage sponsor of the University, the Campus, and the Teams. Sponsor will have the right to advertise, on-Campus and off-Campus, the Products as the "Official" soft drinks, sports drinks, water, tea, juice or juice drink, energy drink, protein drink, etc. of the Campus, the University and the Teams. University agrees that POWERADE® shall be the "Official" Sports Drink of the University and its Teams. POWERADE® branded signage, coolers, cups, and squeeze bottles, provided in reasonable quantities by Sponsor, shall be used and displayed with each Team game.

3.3 University will purchase from Sponsor, and Sponsor will sell to University, all of University's requirements for Beverages (and Approved Cups, lids and carbon dioxide) at the prices listed in **Exhibit B**. Such prices shall remain in effect until December 31, 2016. Thereafter, such prices will be subject to an annual increase of no more than five percent (5%) over the previous Agreement Year's price, except in the event of an increase in a component of Sponsor's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees in which case Sponsor may increase prices to cover such increased costs. Annual price increases shall occur automatically on January 1.

If, during the Term, University elects to contract with a Concessionaire for Beverage services on any portion of the Campus, University will cause Concessionaire to purchase from Sponsor all

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requirements for Beverages (and Approved Cups, lids and carbon dioxide). Such purchases will be made at prices and on terms set forth in Sponsor's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Sponsor, such purchases will be made at prices and on terms set forth in this Agreement unless otherwise mutually agreed upon by the parties. University acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to University or Concessionaire if Concessionaire has an existing agreement with Sponsor. If such Concessionaire requires Sponsor to pay the Concessionaire funding or to provide Products pursuant to prices under the separate agreement with the Concessionaire, then University agrees that Sponsor may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Sponsor to University.

3.4 University will use its reasonable efforts to maximize the sale and distribution of Products on Campus and will cause sale and distribution of Products at all events, during all events, and at all retail locations. University will cause the availability of preferred packages (currently twenty-ounce bottles) at all locations on campus where beverages are served or sold with the exception of food outlets that offer meal plans. University will promote the sale of Products by causing Products to be hawked in stands in Approved Cups and plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

3.5 University hereby grants to Sponsor the Beverage vending rights on Campus. University agrees that Sponsor shall have the right to place a minimum of thirty-three Beverage vending machines, 20 coolers, and 9 fountain dispensers in mutually agreed upon locations on Campus. Brand selection will be made at discretion of Sponsor with input from University. Approximately ten (10) vending machines on campus will display trademarks of Dr Pepper® and/or Diet Dr Pepper® and the remaining will display brands of The Coca-Cola Company.

3.6 Permitted Exceptions. Products will be no less than 90% of the Beverages sold, served, distributed, sampled or otherwise made available on Campus. University may on a non-exclusive basis, serve or sell Competitive Products ("Permitted Exceptions") on Campus, so long as the total availability of all Competitive Products combined does not exceed 10% of the total Beverage availability on Campus. Competitive Products may include (but are not limited to):

Naked Juice

5-Hour Energy

Private Label Water of the University

Popeyes Sweet Iced Tea

Chick Fil-A Lemonade

Red Bull

Starbucks Tea Products sold at Brewed Awakenings

University may display trademarks for Permitted Exceptions on menus, menu boards, dispensing equipment, coolers and vessels to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the campus or the University Marks.

4. **Marketing Rights.**

4.1 University grants to Sponsor the following promotional rights:

- 4.1.1 Market and promote Beverages in connection with the University, the Campus, and the Teams, including the right to recognition of its sponsorship on panels, as further described on **Exhibit C**.
- 4.1.2 Use, subject to Section 4.5 the University Marks on a royalty-free basis. University acknowledges and agrees that such promotional activities may be conducted in conjunction with Sponsor's customers; and Sponsor will have the right to incorporate its customers' marks, logos and/or branded products with the University Marks on any advertising, point-of-sale, packaging, or premium items or materials. University hereby grants Sponsor a license to use the University Marks on a royalty-free basis for the purposes of promoting Products as provided herein. University agrees to work with Sponsor on a case-by-case basis to assist in promotions conducted by Sponsor with its customers.
- 4.1.3 Refer to Sponsor in any of Sponsor's marketing materials as a "sponsor" of the Campus, the University, and/or the Teams, and refer to any brand of Products in any of Sponsor's marketing materials as the "official" soft drink, sports drink, tea, juice, or juice drink of the Campus, University or the Teams.
- 4.1.4 Undertake Beverage promotions at or in connection with the Campus and/or the Teams, including offering Products in promotional packaging bearing the University Marks on a royalty-free basis.
- 4.1.5 Create and market for retail sale merchandise incorporating the University Marks and trademarks of Products. Sponsor will pay a royalty on each item of merchandise consistent with industry standards for sales of such merchandise.
- 4.1.6 Sample Products and survey individuals on the Campus with University's prior approval as to location and time.
- 4.1.7

- 4.1.8 Provide Sponsor with public address recognition and message center/videboard logo display when available during each University sponsored home intercollegiate sporting event.
- 4.2 University grants to Sponsor the following merchandising rights:
  - 4.2.1 University agrees that all Beverages served, sold, or dispensed on the Campus in disposable vessels (including Beverages sold, served, or made available in locker rooms and players' benches) will be served in Approved Cups.
  - 4.2.2 Materials promoting the Products at the point-of-sale on the Campus, which may include translites and pictorials on dispensing equipment depicting Bottled Products and Approved Cups, will be clearly visible to the purchasing public and will be displayed in a manner and location acceptable to Sponsor.
  - 4.2.3 Product trademarks, including Dr Pepper, will be prominently displayed on each menu board and Beverage vending machine on the Campus.
- 4.3 University will provide Sponsor with tickets and hospitality as set forth on **Exhibit C**.
- 4.4 University will provide Sponsor with the media and other marketing rights set forth on **Exhibit C**, all of which will be with respect to Beverages.
- 4.5 University will have the right to pre-approve: (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by Sponsor for use in promotional activities or otherwise in accordance with the terms of this Agreement and that incorporate any of the University Marks. If University fails to respond to any submission within a period of ten (10) working days subsequent to the actual receipt by University of such submission, then such submission will be deemed approved by University. University agrees that its approval hereunder will not be unreasonably withheld.
- 4.6 University agrees that it will not, directly or indirectly (nor will University permit anyone to whom University has granted promotional, advertising or other rights), maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with University, the Campus, or the Teams in any fashion that creates or tends to create the impression of a relationship or connection between the University, the Campus or the Teams and any Competitive Product. Except for as provided for in section 3.6, University agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus. Nothing contained herein will prevent on-Campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.
- 4.7 University agrees to use its best efforts to make available at Sponsor's charitable and promotional events, the head coaches of its men's basketball, women's basketball and baseball teams and/or the University mascot. The nature and timing of such events will be subject to University's approval, which will not be unreasonably withheld. No coach will be required to make more than one (1) personal appearance during any Agreement Year.

4.8 University agrees to provide four (4) parking passes for employees of Sponsor to conduct business on campus.

5. **Consideration.** For the rights described herein, Sponsor agrees to the following:

5.1 **Upfront Fee.** Sponsor agrees to donate unconditionally regarding use to the University the total amount of Sixty Thousand Dollars (\$60,000) in Agreement Year one (the "Upfront Fee") pursuant to R.S. 39: 1615D. . The Upfront Fee will be paid within sixty (60) days of the date that this Agreement is full executed.

5.2 **Sponsorship Fees.** Sponsor agrees to pay University an aggregate of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for the entire Term (the "Sponsorship Fees"). The Sponsorship Fees will be paid in equal annual installments of One Hundred Twenty-Five Thousand Dollars (\$125,000). The first installment will be paid within sixty (60) days of the date that this Agreement is fully executed and subsequent installments will be due on the anniversary of the Effective Date. The University will provide Sponsor an invoice for the Sponsorship Fees at least thirty (30) days prior to the due date of each payment required hereunder.

5.3 **Rebates.** Sponsor will pay University a rebate of (i) One Dollar and Fifty Cents (\$1.50) for each standard physical case of bottle and can Products purchased and paid for by University, Sponsor-authorized foodservice operators, and University bookstore for sale at the Campus during the Term (the "Rebates"). The Rebates shall be paid quarterly in arrears, within sixty (60) days after the end of each applicable three-month period in which the Rebates were earned, and will be based on Sponsor's case sales records. Rebates shall not be earned for sales of Products through Sponsor's full service vending machines or on dispensed Products.

5.4 **Commissions.** Sponsor shall pay the University commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz PET – Carbonated Soft Drinks	\$1.75	45%
20 oz PET - DASANI	\$1.75	45%
20 oz PET – POWERADE	\$1.75	45%
15.2 oz PET – Minute Maid Juice	\$2.00	45%
18.5 oz PET - Gold Peak Tea	\$2.00	45%
20 oz PET – vitaminwater	\$2.00	45%
12 oz Can – Carbonated Soft Drinks	\$1.00	45%
16 oz Can - Monster Brands	\$2.50	45%
16.9 oz PET – fruitwater	\$1.75	45%
20 oz PET - DASANI Flavors	\$1.75	45%
20 oz PET – smartwater	\$2.00	45%
300 ml – DASANI	\$1.00	45%

Commissions are calculated and paid at the rates set forth above based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced by Sponsor. Sponsor will increase vend rates by \$.25 per beverage in Year 6 and may adjust the vend prices and/or commission rates on an annual basis as necessary to reflect changes in its costs, including cost of goods, manufacture or

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delivery. Commissions will be paid on or about the 20<sup>th</sup> of each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the University, and shall become immediate property of University.

5.5 Complimentary Product. Each Agreement Year, Sponsor shall provide University, upon University's request, with up to 300 standard physical cases of complimentary 12oz. Product of Sponsor's choosing, with an estimated annual retail value of Three Thousand Dollars (\$3,000), as determined in good faith by Sponsor. In the event University does not request all complimentary Product by the end of each Agreement Year, any remaining complimentary Product shall be retained by Sponsor with no further obligation.

5.5 Marketing Support. Each Agreement Year Sponsor will budget and provide value up to Fifty Thousand Dollars (\$50,000) for mutually agreed-upon on-Campus and in-market marketing programs ("Marketing Support"). Marketing Support will be held and managed by Sponsor. All Marketing Support made available must be spent within the Agreement Year for which it is budgeted. Unused Marketing Support shall be forfeited. Upon request Sponsor will provide University with a written report listing the mutually agreed upon marketing programs for which the Marketing Support was used for the immediately preceding Agreement Year.

5.6 Signage Support. Sponsor will provide in the first Agreement Year Twenty-Five Thousand Dollars (\$25,000) for refurbishment of marquee sign located adjacent to Lakefront Arena on Leon C. Simon Boulevard. Additionally, Sponsor will provide an annual fund of Five Thousand Dollars (\$5,000) to support Coca-Cola/Dr Pepper signage on campus. In the third and seventh Agreement Years, Sponsor will spend at its discretion up to Ten Thousand Dollars (\$10,000) to ensure existing signs are updated with the most current graphics and panels. Sponsor's obligations pursuant to this Section 5.6 are solely to provide the funding called for in this Section. Sponsor shall have no obligation to provide, refurbish, repair or maintain any signs, and such obligations shall be the sole responsibility of University. University shall retain ownership of, and be solely liable for, all signs on Campus irrespective of any funding provided by Sponsor.

## 6. ***Equipment and Service.***

Sponsor will loan vending equipment and service sufficient to meet University's reasonable needs as follows:

- 6.1 During the Term, Sponsor will loan to University all Beverage dispensing equipment ("Equipment") which is reasonably required in Sponsor's discretion to dispense Products at the University.
- 6.2 University agrees that: , (i) the Equipment may not be removed from the University without Sponsor's written consent; (ii) University will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Sponsor for its Equipment. . Except for loss or damage arising out of the negligence or willful misconduct of University, its employees and agents, Sponsor shall be solely responsible for Sponsor's equipment including vending equipment and the products within the machine as well as all machine receipts. University represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and University agrees to indemnify and hold harmless Sponsor from any damages arising out of defective electrical services.
- 6.3 Sponsor will provide University with reasonable, free service to its Equipment. All Equipment service will be provided during normal business hours. Sponsor will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to

strikes, civil disturbances, unavailability of parts or other causes beyond the control of Sponsor. Sponsor will not be liable for damages of any kind arising out of delays in rendering service.

**7. Remedies for Loss of Rights.**

7.1 In addition to any other legal or equitable remedy, University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Sponsor at any time if:

7.1.1 Sponsor fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 7.1; or

7.1.2 Sponsor breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.1.

7.2 In addition to any other legal or equitable remedy, Sponsor will have the right to terminate this Agreement upon forty-five (45) days' written notice to University at any time if:

7.2.1 University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.2; or

7.2.2 University's right to convey any of the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

7.2.3 Any material component of the Campus is closed for a period of at least one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of University.

7.3 Upon early termination of this Agreement for any reason not the fault of the Sponsor, University will refund the unearned portion of all Up-Front Fees paid during the Term and the unearned portion of all Sponsorship Fees paid with respect to the Agreement Year in which termination occurs. The Up-Front Fees will be deemed earned pro rata on a daily basis over the entire Term, and the Sponsorship Fees for each Agreement Year will be deemed earned pro rata on a daily basis during such Agreement Year, in each case up to the date of termination or, if earlier, the date of any breach hereunder by University.

7.4 If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Sponsor may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of University.

7.5 Notwithstanding any contrary provision hereof, if this Agreement terminates as a result of Louisiana Revised Statutes Section 39:1615, then neither party shall have further liability to the other, except that University shall refund the unearned portion of all fees paid to University. If (i) any of the rights granted to Sponsor herein are materially restricted or limited during the Term (including as a result of Ambush Marketing), or (ii) if there is a

closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive calendar days during its scheduled season (whether or not due to a cause beyond the reasonable control of University, including a strike or other work stoppage), then in addition to any other remedies available to Sponsor, Sponsor may elect, at its option, to reduce the Sponsorship Fees to be paid to University for the then remaining portion of the Term (and University will pay to Sponsor a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment) to reflect the diminution of the value of rights granted hereunder to Sponsor. In the event Sponsor elects to exercise its right to such adjustment and refund, University may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Sponsor of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Sponsor may terminate this Agreement.

- 7.6 The parties acknowledge that the rights granted to Sponsor herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, University acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Sponsor's rights hereunder, Sponsor will be entitled to seek and obtain equitable relief, including an injunction requiring University to comply fully with its obligations under this Agreement.
- 7.7 University recognizes that Sponsor has paid valuable consideration to ensure an exclusive associational relationship with University, the Teams, the University Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Sponsor's valuable rights. Accordingly, University will promptly oppose Ambush Marketing and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Sponsor by University in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other parties of such activity immediately upon learning thereof.

**8. Rights of First Negotiation and Refusal.**

- 8.1 Sponsor will have the Rights of First Negotiation and Refusal upon expiration of this Agreement for any similar agreement regarding Beverage availability, merchandising, promotional or advertising rights.
- 8.2 Sponsor will have the Rights of First Negotiation and Refusal for any new forms of advertising or sponsorship offered by the University and not otherwise covered by this Agreement.

**9. Confidentiality.** Subject to the provisions of applicable law including Louisiana Public Records Laws, University agrees that the terms and conditions provided to University by Sponsor

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under this Agreement will be kept confidential by University, its agents, employees and representatives and will not be disclosed in any manner whatsoever, in whole or in part, by University or its agents, employees or representatives without the prior written consent of Sponsor. The foregoing obligation regarding confidentiality will remain in effect for a period of three (3) years after the expiration of this Agreement.

**10. Representations, Warranties and Covenants.**

10.1 University represents, warrants and covenants to Sponsor as follows:

10.1.1 University has full power and authority to enter into this Agreement and to grant and convey to Sponsor the rights set forth herein.

10.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by University have been obtained, and this Agreement has been duly executed and delivered by University and constitutes the legal and binding obligation of University enforceable in accordance with its terms.

10.1.3 University has the exclusive right to license the University Marks.

10.1.4 University has not entered into, and during the Term of this Agreement, will not enter into: (a) any other agreements (including agreements with any Broadcaster or any other sponsors of the Campus and/or any Team) which would prevent it from fully complying with the provisions of this Agreement; or (b) any agreement granting Beverage availability or merchandising or promotional or advertising rights that are inconsistent with the rights granted to Sponsor pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, and/or other entities which sell or distribute Beverages (including agreements with Broadcasters or other sponsors of the Campus and/or any Team).

10.1.5 University is a non-profit institution, having both self-operated and contracted food and beverage service at Lakefront Arena on campus, and all Products purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party which sells or distributes Beverages on Campus. University will provide Sponsor with prompt notice of any such third party retained by it to operate a beverage service. University will require, throughout the Term, compliance with the relevant provisions of this Agreement by any third party which sells or distributes Beverages on Campus, including food or beverage service operators, vending companies, and Concessionaires.

10.2 Sponsor hereby represents, warrants and covenants as follows:

10.2.1 Sponsor has full power and authority to enter into and perform this Agreement.

10.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Sponsor have been obtained, and this Agreement has been duly executed and delivered by Sponsor and constitutes the legal and binding obligation of such party enforceable in accordance with its terms.

10.2.3 Sponsor has not entered into, and during the Term of this Agreement will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

**11. Construction of this Agreement.**

11.1 This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Louisiana without regard to principles of conflicts of law.

11.2 The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein.

11.3 This Agreement, including the Exhibits, which are an integral part of this Agreement and are expressly incorporated herein by this reference, and the document(s) referred to herein, shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto with respect to the subject matter hereof and will supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between any party with respect thereto. This provision will not be read to invalidate or amend any other written agreements between Sponsor and/or any Affiliate of Sponsor and University and/or any Affiliate of University. This Agreement, and each of its terms and conditions, may be amended, modified, or waived only in writing signed by each of the parties hereto. Any such modifications, waivers, or amendments will not require additional consideration to be effective.

11.4 Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

**12. Miscellaneous.**

**12.1 Indemnification Rights**

12.1.1 University Indemnification Obligations. To the maximum extent allowed by law, University agrees to defend, indemnify, and hold Sponsor harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees related to: (i) University's material breach of this Agreement; (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the intentional misconduct or gross negligence of University, its employees, and agents in the course of their duties to University with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified; and (iii) all claims, demands or litigation alleging that any of the University Marks violates or infringes on trademarks, trade names, copyrights, or other proprietary rights provided that such trade names, trade-

marks, and copyrights have been used in the exact manner provided by University, with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.

- 12.1.2 Sponsor Indemnification Obligations. Sponsor shall defend, indemnify, and hold University harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees related to: (i) Sponsor's material breach of this Agreement; and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the intentional misconduct or gross negligence of Sponsor, its employees, and agents in the course of their duties to Sponsor with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.
- 12.1.3 Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.
- 12.2 Each party agrees to maintain sufficient insurance to adequately protect the respective interests of the parties hereto and, at the request of the other party, to provide a certificate of insurance evidencing such insurance and listing the other party as an additional insured. The limits of coverage, as mutually agreed among the parties, will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.
- 12.3 Any notice or other communication hereunder will be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent

by overnight courier, one business day after delivery to such courier, and (iii) if sent by facsimile, when transmitted. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

**If to Sponsor:**

Coca-Cola Bottling Company United-Gulf Coast, LLC  
5601 Citrus Blvd.  
New Orleans, LA 70123  
Attention: Crescent City Division Director

**With a copy to:**

Coca-Cola Bottling Company United, Inc.  
4600 East Lake Boulevard  
Birmingham, AL 35217  
Attention: M. Williams Goodwyn, Jr.

**Ticket Addressee:**

Coca-Cola Bottling Company United – Gulf Coast, LLC  
5601 Citrus Blvd.  
New Orleans, LA 70123  
Attention: Key Account Manager

**If to University:**

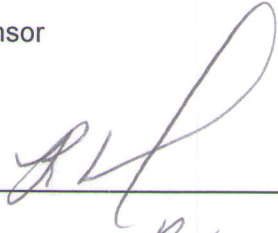
The University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148  
Attention: Director of Auxiliary Services

- 12.4 This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties; provided, however, that Sponsor or University shall have the right to assign or delegate this Agreement to any of its divisions or wholly-owned subsidiaries, or in connection with the sale or merger of a majority of its assets without prior written consent, but such assignment will not operate to relieve Sponsor or University, as the case may be, of any of its liability or duties hereunder after such assignment becomes effective.
- 12.5 The parties are acting herein as independent contractors and independent employers. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.
- 12.6 Jury Waiver. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**

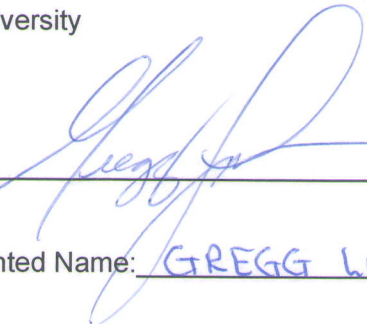
- 12.7 No party will obtain, by this Agreement, any right, title, or interest in the trademarks of the other parties, nor, except as provided herein, will this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other parties.
- 12.8 University and the Legislative Auditor of the State of Louisiana shall have the right to audit Sponsor's records, meter readings, invoices and any other accounting documentation necessary to verify sales, commissions, rebates and/or marketing support related to this Agreement in accordance with guidelines to be mutually agreed upon by the parties at the time of the request for such audit. In the event that University requires an audit of any such records, University and Sponsor shall mutually agree on the exact nature of such review at the time such audit request is made by the University. Any audits performed by University shall be at University's sole cost and expense.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

Sponsor

By:   
Printed Name: Rocky Weigand  
Title: Dir. Director  
Date: 11/19/16

University

By:   
Printed Name: GREGG LASSEN  
Title: VP BUSINESS AFFAIRS  
Date: 11/18/16

## EXHIBIT A

### GLOSSARY OF DEFINED TERMS

**"Affiliate"** means, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including the terms "controlled," "controlled by" and "under common control with") will mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

**"Agreement Year"** means each twelve-month period during the Term beginning with the Effective Date and subsequent anniversaries thereof.

**"Ambush Marketing"** means an attempt by a third party, including any Broadcaster, without Sponsor's consent, to associate Competitive Products with the Campus, the University, the University Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with University, the Campus, the University Marks, and/or any Team by referring directly or indirectly to University, the Campus, or the University Marks, and/or the Teams. The provision of competitive products for sale on Campus as permitted by Section 3.6 of this Agreement, without any advertising (other than trademark display to indicate availability at point of sale), promotion or sponsorship activity in connection therewith, shall not constitute Ambush Marketing.

**"Approved Cups"** means disposable cups the design of which is approved by Sponsor from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Sponsor from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products (as herein defined) on all of the cup surface or a cup pre-approved by Sponsor that depicts the trademark(s) of Coca Cola and the Aramark logo.

**"Beverage" or "Beverages"** means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include unflavored dairy products or water drawn from the public water supply or unbranded juice squeezed fresh or fresh brewed coffee, hot chocolate, or fresh brewed tea until such time if and when fresh brewed tea is offered by the Sponsor on the Campus.

**"Bona Fide Offer"** means a proposed agreement concerning rights and obligations with respect to Beverage availability, merchandising, promotional, and/or advertising, which agreement, if executed by University and the third party, would be legally binding.

**"Broadcaster"** means any entity which for any business purpose publishes, prints, syndicates, televises or broadcasts any photograph, film, videotape or other recording or rendering of the Campus (or any portion thereof) and/or of any event held on the Campus including any Team games.

**"Campus"** means all facilities now or hereafter operated by or in connection with the University on the Main Campus at 2000 Lakeshore Drive and the East Campus at 6801 Franklin Avenue during the Term, including all athletic facilities, classroom buildings, dormitories, offices, the grounds, all vending and concessions areas, sidelines, benches and locker rooms, press boxes, food outlets, dining facilities and retail stores but not including Privateer Place Apartments, Newman Center, Benjamin Franklin High School, UNO Research and Technology Park, and for other facilities privately leased to third parties for uses not associated with the university's mission

**"Competitive Products"** means any and all Beverages other than Products (as defined herein).

**"Concessionaire"** means any current or future third-party food service provider under agreement with University at the Campus that directly relate to the service of Beverages.

**"Products"** means Beverage products purchased directly from Sponsor or sold through vending machines owned and stocked exclusively by Sponsor.

**"Rights of First Negotiation and Refusal"** means that University will negotiate exclusively with Sponsor for a period of one hundred eighty days (180) to ninety (90) days before the termination of this Agreement for any similar agreement regarding Beverage availability, merchandising, promotional or advertising rights. After such exclusive negotiation period, University will be free to negotiate with any person or entity. In no event will University enter into a contract with a third party upon terms and conditions more favorable to such third party than those previously offered to Sponsor. All such negotiations shall be undertaken in good faith.

**"Special Promotional Events"** shall mean (i) any games and matches of professional sports teams or high school sports teams, including state championships, held in the arena; and (ii) any concerts, tours, theatrical or comedic performances, conventions, trade shows, and/or other events occurring in the arena each Agreement Year and having a duration of five (5) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a written agreement with the owner or operator of the subject event (e.g., the Sun Belt Conference, the Louisiana State High School Athletic Association, a concert, tour, or theatrical production company, or a trade show or convention production company, but not University or its agents); (b) it must be conducted on a statewide, regional or national basis, excluding any games and matches of high school sports teams held in the arena, which may be conducted on a local basis; and (c) the agreement referred to above must require on-site advertising for such Competitive Products.

**"Team" or "Team(s)"** means all intercollegiate athletic teams associated with the University.

**"University Marks"** means the University's name, each Team's name, colors and uniforms, and emblems, and all tradenames, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed or otherwise controlled by the University.

**EXHIBIT B**  
**PRODUCT PRICING**

<u>Product</u>	<u>Price per case</u>
20oz bottles – carbonated	\$24.27
20oz bottles – Minute Maid Premium Variety	\$24.72
20oz bottles – Dasani water	\$13.62
450 ml (15.2oz) – Minute Maid Juice	\$24.00
20oz bottles – Powerade	\$19.92
2 Liter bottles – carbonated (case pack of 8)	\$11.80
16oz cans – Monster	\$41.15
20oz bottles – glaceau vitaminwater	\$30.80
1-Liter – glaceau smartwater (case pack of 12)	\$19.08
12oz cans – carbonated	\$11.76
16.9oz bottles – Honest Tea (case pack of 12)	\$17.18
10oz bottles – Mixers (Club, Tonic, Ginger)	\$15.80
.5 Liter vitaminwater	\$21.80
Tum-E Yummies (case pack of 12)	\$ 8.44
2.5-Gallon BIB (Bag-In-Box)	\$39.24
5-Gallon BIB	\$73.03

Above pricing will be effective Saturday, January 1, 2016.

Unless otherwise noted, all cases contain 24 units (with exception of BIB)

\*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.



## EXHIBIT C

### 1 Sponsorship Recognition Panels

1.1 Sponsor will have the right to the following sponsorship recognition panels during the Term:

- All lighted panels on marquee sign located on Leon C. Simon
- Two lighted panels inside Lakefront Arena. One panel will advertise brand Coca-Cola® and one panel will advertise Dr Pepper®.
- One panel on baseball scoreboard at Maestri Field
- One baseball sign on fence or agreed location at Maestri Field
- Five Hundred Twenty (520) chair back seats with cups holders displaying the trademark of a Coca-Cola brand to be mutually agreed upon

1.2 Sponsor's relative proportion of the sponsor recognition and/or advertising available on the Campus will not during the Term, become less than twenty percent (20%) of all panels available on existing signage and within existing facilities on the Campus, and University will ensure that this percentage is maintained at no additional cost to Sponsor. Sponsor will also have the first right to negotiate for any new panels or other forms of sponsor recognition and/or advertising added on the Campus during the Term. Should an existing University facility be renovated or rebuilt during the term of the agreement, Sponsor may receive no less than twenty percent (20%) of all advertising panels on signage inside or outside of the facility. Should University construct a new facility which does not exist at the commencement of this agreement, University will be required to offer Sponsor first opportunity to purchase not less than twenty percent (20%) of all advertising on static and/or digital signage inside or outside the facility. If Sponsor does not agree to purchase advertising in new facility as offered by the University, University will provide Sponsor with secondary signage options at no additional cost to Sponsor. Sponsor will be responsible for the reasonable cost of signage production and installation; provided that University shall retain ownership of, and shall be solely liable for, all signs on Campus irrespective of any funding provided by Sponsor.

1.3 Without the express written consent of Sponsor, Sponsor's signage on the Campus will not be altered or obscured in any way or draped (whether physically or by electronic means) at any time or for any reason by any person or entity, including any Broadcaster, unless such action is required by the NCAA for a championship event or for a professional league. Without the express written consent of Sponsor in its sole discretion, University will not permit Sponsor's signage on the Campus to be electronically altered, deleted or covered by any person or entity, including any Broadcaster, during any photographing of the Campus or during the broadcast of any event held on the Campus (including Team games). During the Term, temporary signage (e.g. banners) for Competitive Products may be displayed in the Campus arena for up to two (2) Special Promotional Events per Agreement Year; provided however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Spe-

cial Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served or otherwise made available during any such Special Promotional Event(s), (iii) blockage of any signage Sponsor may have on the campus will not occur during any

such Special Promotional Event(s), except for the incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the arena upon the conclusion of the Special Promotional Event(s) or no later than twenty-four (24) hours after such signage was initially displayed, whichever comes first.

1.4 University will maintain all scoreboards, signs and other advertising for Products in good order and repair.

1.5 All lighted signs and panels advertising or promoting Products (including lighted concession advertising) will be fully illuminated at all events on the Campus for which any signs are illuminated.

1.6 Sponsor will have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Sponsor's cost and discretion.

1.7 If at any time during the Term, University elects to replace or upgrade any scoreboards or other structures containing or supporting Sponsor's acknowledgment panels, then University will provide to Sponsor, without any additional charge, new acknowledgment panels on the replacement or upgrade scoreboard or structure, being equal in size and prominence to Sponsor's panels on the original scoreboard or structure.

## 2 Tickets

2.1 During the Term, University agrees to provide Sponsor with the following types and quantities of complimentary tickets:

- 6 tickets to all basketball games (men and women)
- 4 VIP tickets to all basketball games
- 8 tickets to all baseball games
- 2 Campus parking passes

2.2 Upon request of Sponsor, University will provide complimentary tickets as available for on-campus intercollegiate sporting events; such tickets will be used by Sponsor primarily for charitable and promotional purposes.

2.4 As soon as tickets for any event become available, University will deliver them to Sponsor, addressed to them in care of the persons specified for ticket delivery in Section 12.3.

## 3 Television Spots

University will provide Sponsor, at no additional cost, two thirty second (:30) advertising spots on each televised game broadcast, for which the University retains or has access to at no cost to the University in-game advertising inventory. University agrees to require each Broadcaster to (i) broadcast Company's advertising spots on an equal rotation basis during the air-time segment of each broadcast so as to give Sponsor equal opportunity to have its advertising run in "premium" positions and (ii) agree that Sponsor's advertising will be the only advertising for Beverages on and adjacent to such program(s). University will also provide Sponsor with one opening and one closing billboard during each Team broadcast. University warrants that it will use its best efforts to cause the broadcast of events for Teams in each of the following sports: baseball and basketball.

4 Videoboard Advertising

University will provide Sponsor, at no additional cost, two minutes (2:00) of advertising time on the video replay board during each event held at The University of New Orleans. The University agrees that such advertising time will be on an equal rotation with University's other sponsors.

5 Print Advertising

University will provide Sponsor, at no additional cost: one (1) full page advertisement on inside front cover, inside back cover or outside back cover of any basketball and baseball game programs or game-related publications which exceed 2 pages in length. Should the University produce a roster card or score card in lieu of a game program or game related publication, University will include Sponsor logo on such printed, game-related materials

6. Game Entitlements

University will provide Sponsor with one (1) basketball and (1) baseball game entitlement/sponsorship during each season of the Agreement term. Game entitlement will include recognition as "Today's game sponsor..." via public address and videoboard/message board display, in-game presentation and additional game tickets for use at Sponsor's discretion. University will present Sponsor with game choices prior to each season.

7. Website Advertising

Sponsor's logo or custom graphics with link to Sponsor's website will be included in rotation with other sponsors on www.unoprivateers.com, the official website of University's intercollegiate athletics department.

8. Live Broadcast Advertising

University will provide Sponsor, at no additional cost, two thirty second (:30) commercial spots in each live basketball and baseball game audio broadcast, which will be transmitted via internet and may be transmitted via radio. Sponsor may provide sixty second (:60) commercial spots, which will be included in each broadcast should there be available commercial inventory

to accommodate additional time. University will include Sponsor name and "official" designation tagline in opening and closing billboard for each broadcast.