

**WASHINGTON-GRIZZLY STADIUM
STADIUM CLUB AGREEMENT
CANYON CLUB MEMBERSHIP LEVEL**

FIVE-YEAR OPTION

This Agreement is between The University of Montana, the Grizzly Scholarship Association (GSA) and _____, the individual specified as the Club Member in this Agreement. Club Member's address is: _____.

GENERAL AGREEMENTS:

The University grants the Club Member the membership rights to the new Stadium Club for the period from September 1, 2008 – December 31, 2012. At the end of this term, the Club Member will have the option to renew the Agreement for the same term of years at a price to be determined at the time of renewal.

The price of a Canyon Club Membership is \$1,500 **annually**. Membership provides one (1) **Indoor** reserved seat for all regularly scheduled University of Montana home football games in the Stadium Club section and to all amenities provided a Canyon Club Member (see attachment 1). Members have the opportunity to rent the Stadium Club for private functions at a discounted rate of 70% of the currently established rental rate (subject to availability). All catering and beverage rights are retained by the University of Montana. Stadium Club Membership will meet GSA Membership requirements for priority football seating privileges only, entitling each Stadium Club member to a single ticket for each Club Membership at all regular season UM home football games. However, Stadium Club Membership will not meet GSA membership requirements for priority seating at UM basketball games or UM football games in other parts of the Stadium.

In addition, the Club Member must purchase each post-season playoff game played at Washington-Grizzly Stadium, unless Club Member gives the Athletic Department at least five (5) days' advance notice that Club Member is relinquishing their seat for a specific playoff game, in which case, the Athletic Department will have the right to sell said ticket for the University's benefit for such game. Club Member is required to give the University a current credit card number to be kept on file and to be used for payment of these post-season tickets. It is the responsibility of the club member to maintain current and correct credit card information with the University Athletic Department.

The Club Member must pay a 20% **non-refundable down payment of \$300** at the time this Agreement is signed with the remaining balance of **\$1,200** due on or before January 15, 2008. The remaining annual payments must be made before July 31st of each subsequent year. The payment is payable irrespective of any cancellation or postponement of any game or event or series of games or events.

Access to the Club shall be limited to the Club Member. Game or event ticket will be the only method of entrance to the Club. Club Member can not assign or sell membership(s) without consent of Athletic Department. Club Member must abide by the Club Rules (see Attachment 1) at all times. No guests allowed without a game or event ticket.

Club Member may have right of first refusal to their seat(s) for non-Grizzly football events held in Washington-Grizzly Stadium. A service fee and ticket costs may be assessed, in addition to the admission fee, depending on the event.

IN THE EVENT OF DEFAULT: If Club Member fails to timely pay any outstanding amounts due or defaults in the performance of any of the Agreement terms, the University may terminate this Agreement by giving Club Member twenty (20) days to pay the outstanding amount or to abide by the terms of the Agreement. If the University terminates the Agreement due to Club Member's lack of payment or lack of performance of Club Member's obligations, Club Member will remain liable for all outstanding payments due at the time of termination as well as all future and accruing fees for the remainder of the term of this Agreement. The University will use all reasonable efforts to market the Suite to a third party and minimize the terminated Club Member's continuing financial liability.

HOLD HARMLESS AGREEMENT: The Club Member agrees to indemnify and save harmless The University of Montana and its agents and employees from all claims as a result of bodily injury or death to any person or persons or for damage to property of others arising out of the Club Member's use of the Club, however caused.

The Club Member agrees to assume full responsibility for the conduct of its guests.

This Agreement cannot be assigned without the prior written approval of the Department of Intercollegiate Athletics of The University of Montana which will not be unreasonably withheld.

THE UNIVERSITY OF MONTANA

GRIZZLY SCHOLARSHIP ASSOCIATION

Jim O'Day, Athletic Director

Greg Sundberg, Executive Director

Date: _____

Date: _____

CLUB MEMBER:

Date: _____

The contents of the above agreement meet with my approval. I consider this agreement definite and confirmed. I agree to abide by the policies of The University of Montana and all applicable University and state laws and regulations.

DRAFT COPY

ATTACHMENT 1
WASHINGTON-GRIZZLY STADIUM
STADIUM CLUB
OUTLINE OF AMENITIES AND POLICIES AND PROCEDURES

Overview

The Stadium Club located in Washington-Grizzly Stadium (WGS) is for the entertainment and enjoyment of members. Membership in the Stadium Club comes at two levels.

- The Canyon Club membership – Cost \$1,500 a year
- The Hellgate Terrace membership – Cost \$1,000 a year

Amenities

- *Canyon Room Membership*
 - Only 250 memberships
 - Exclusive reserved chair back seating – includes 125 indoor and 125 outdoor reserved seats (seating option must be selected at sign up)
 - Priority seat selection status, if choosing an outdoor seat
 - Elevator access to club
 - Access to the Canyon Room and the Hellgate Terrace
 - Opportunity to purchase Beer and wine
 - Upscale concessions
 - Exclusive restrooms reserved for Stadium Club members
 - Large screen TV's

- *Hellgate Terrace Membership*
 - Only 250 memberships
 - Exclusive reserved chair back seating (outdoor only)
 - Elevator access to club
 - Access to the Hellgate Terrace
 - Opportunity to purchase Beer and Wine
 - Upscale concessions
 - Exclusive restrooms reserved for Stadium Club members

Policies and Procedures

- Membership required.
- Check in is required.
- All individuals must have a ticket for a seat in the stadium club area to gain entry
- Individuals not displaying a valid wristband will be denied entry/service and asked to leave the club.
- No minors are allowed in Canyon Club
- Terrace Club membership **does not** provide access to the Canyon Room
- Members are expected to adhere to all NCAA, Big Sky Conference and University policies regarding fan behavior.
- Alcohol consumption by those 21 years of age or older is allowed, provided the alcohol is purchased from a Stadium Club vendor.

- Any member/guest found providing alcohol to minors or passing alcohol to individuals outside of the stadium club will be removed from the event by security and subject to suspension or forfeiture of their membership privileges.
- In the event a member or guest becomes a “disruption” or otherwise prevents the enjoyment of other members/guests in the stadium club, security will inform the member or guest of the situation and ask them to refrain from the disrupting behavior. If the disrupting behavior continues, the member or guest will be asked by stadium security to leave and be escorted out. In the event the behavior persists membership may be revoked.
- No vulgar, racial or disparaging remarks or behavior will be tolerated.
- Members will be held responsible for the behavior of any “guests” gaining entry to Stadium Club using their membership(s)/ticket(s).
- Hanging over, climbing or sitting on safety railing will ***not*** be permitted.
- The University of Montana Athletics Department reserves the right to remove and/or revoke any and all privileges granted to club member for violation of stadium club policies and procedures.

DRAFT COPY