

**KANSAS STATE UNIVERSITY  
FOOTBALL HEAD COACH  
EMPLOYMENT AGREEMENT**

This Employment Agreement is by and among K-State Athletics, Incorporated, (“KSA”), Kansas State University, (“the University”) and Bill Snyder (“Coach”).

Article I  
PURPOSE

1.01 The parties have entered into this Agreement because KSA and the University desire to employ Coach for the period provided with Coach’s assurance that he will serve the entire term of this Agreement, a commitment by Coach being critical to the University’s desire to run a stable Athletic program and because Coach desires to be employed by KSA and the University for the period provided with the assurance that they will employ him for the entire term of this Agreement, a commitment by them being critical to Coach’s decision to accept such employment. KSA and the University agree to employ Coach and Coach promises to be employed by the University upon the following terms and conditions.

1.02 The parties agree that this Agreement is intended to revoke, supersede, and replace any and all agreements entered into by the parties regarding the employment of Coach, in any capacity, with The Intercollegiate Athletic Council of Kansas State University, Inc. (now called “K-State Athletics, Incorporated”) or the University. This Agreement shall not affect the License Agreement between the University, KSA, Coach, and SSM, Inc., which contains rights and responsibilities separate from Coach’s employment.

Article II  
RESPONSIBILITIES OF THE HEAD COACH

2.01 Recognition of Duties: Coach will serve as Head Coach of the University’s football team. Coach will report to the Athletic Director, who will determine Coach’s duties and responsibilities. Subject to the other provisions of this Agreement, Coach shall devote his full time, skill and attention to the performance of the duties as Coach.

2.02 General Duties and Responsibilities: During the period in which KSA and the University employ Coach, he agrees to perform all duties and responsibilities attendant to the position of Coach of the University’s football team as set forth in this Agreement. Coach is responsible for supervising, evaluating, recruiting, training and coaching student athletes to compete against major college competition; the supervision and evaluation of coaching staff; and budget preparation and administration, for approval by the Athletic Director or his designee, as it relates to the football program.

2.03 Specific Duties and Responsibilities: The duties and responsibilities assigned to Coach in connection with the University's football program are set forth below. They are subject to change by the Athletic Director or his designee, but shall remain consistent with the expectations of a head football coach at a Bowl Championship Series university. This list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(a) Coach will be responsible for customary coaching decisions including, without limitation, the systems and strategies used on the field (both in practice and actual game play), conduct of practice and training, selection of team members, position assignment of players, and all other matters relating to the practice for and play of games;

(b) Coach agrees to comply with the academic standards and requirements of the University with respect to the recruiting and eligibility of prospective and current student athletes for the football program. Coach will comply with the academic policies established by the University and the NCAA, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are on the football team. Coach will make reasonable and good faith efforts, in cooperation with the University's faculty and administration, to meet all student-athletes' academic requirements and to integrate sports into the whole spectrum of academic life for all student-athletes. Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time;

(c) Coach will maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity while encouraging excellence;

(d) Coach has authority and responsibility to make recommendations as to the hiring, continued employment, job titles, compensation, and dismissal of assistant coaches for the football program. All such recommendations will be subject to the approval of the KSA Board of Directors or its Compensation Committee, as appropriate, and all hiring decisions are subject to standard KSA pre-employment inquiries, including NCAA and criminal background checks. Coach will supervise these employees, including the supervision of their compliance with KSA and University policies, and with Big 12 Conference and NCAA rules and regulations. Coach shall make no financial or employment commitments unless specifically authorized by KSA's Board of Directors or its Compensation Committee;

(e) Coach will attend and participate in a reasonable number of alumni, charitable, and promotional events, and public appearances, to include no more than eight (8) Catbacker events as requested;

(f) Coach will perform services on television, radio, and other media as such services relate to the position as Head Coach of the football team, as further set forth

herein. Further, the parties hereto acknowledge and agree that the University possesses the sole and exclusive ownership rights to the University's football program of any nature, including, but not limited to, the following: radio, television, internet and any other medium whatsoever whether now existing or developed in the future. As such, the University, its agents, representatives, licensees, or assigns, shall have sole and exclusive rights to produce, market, and receive compensation for all radio, television, and internet shows relating to the University's football program, and Coach agrees to perform and carry out all duties and responsibilities deemed necessary by the Athletic Director or his designee for participation in such forms of media, marketing, or sponsorship activities.

As feasible, Coach will have the responsibility to determine the time and location of weekly coach's show(s), in cooperation with KSA and its rights holders. Any conflicts will be resolved by the Athletic Director.

2.04 NCAA, Big 12, or University Rules and Regulations: Coach agrees to abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association ("NCAA"), and all Big 12 Conference, University and KSA rules and regulations. Coach will also ensure compliance with these rules and regulations by assistant coaches, and will make all reasonable efforts to ensure compliance by student-athletes, other program employees, and representatives of the University's athletic interests. In the event that the Coach becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report it immediately to the Athletic Director.

2.05 NCAA, Big 12, University or KSA Violations:

(a) If Coach is found to be in violation of NCAA rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, and Coach may be suspended for a period of time (not to exceed 60 days) without pay, or the employment of Coach may be terminated as provided in Sections 4.02 and 4.03 of this Agreement.

(b) If Coach is fined by the Big 12 Conference or NCAA for violation of the sportsmanship policy, such penalty shall be the sole responsibility of Coach.

2.06 Annual Evaluation: The Athletic Director shall evaluate Coach annually prior to January 31<sup>st</sup> of each Contract Year, as defined herein, and will discuss the evaluation with Coach. Coach is primarily responsible for evaluation of all assistant coaches and football program staff, with such evaluations subject to review and approval by the Athletic Director or his designee.

Article III  
TERM OF EMPLOYMENT, COMPENSATION, AND BENEFITS

3.01 Term of Agreement and Employment:

(a) Subject to the provisions below for termination, the term of employment under this Agreement shall be for five (5) years beginning on the 1<sup>st</sup> day of February, 2013, for the 2013-2014 Contract Year (defined below) and for the next immediately succeeding four Contract Years, ending January 31, 2018, subject, however, to termination in accordance with the provisions set forth in this Agreement. For each Contract Year completed under this Agreement, the January 31, 2018 date shall be extended for one calendar year.

(b) As used in this Agreement, the term "Contract Year" is defined to mean the twelve month period commencing each February 1<sup>st</sup> and ending the following January 31<sup>st</sup>. Each such Contract Year is designated by the calendar years in which it begins and ends (so that the Contract Year from February 1, 2013, through January 31, 2014, is referred to as the "2013-2014 Contract Year").

(c) The University's obligation to Coach shall only extend for one year pursuant to Kansas Board of Regents policy, but shall automatically renew for one year at the expiration of each Contract Year.

(d) If KSA wishes to purchase life insurance and/or disability insurance policies designating KSA as a beneficiary in the event of Coach's death or disability, Coach agrees to comply, truthfully and within a reasonable time frame, with any request from any insurer related to obtaining those policies. This may include, but is not limited to, physical examinations, provision of specimens, and completion of medical history questionnaires.

3.02 Compensation:

As compensation for the services performed under this Agreement, Coach shall be paid One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) for the 2013-2014 Contract Year, One Million Seven Hundred Ten Thousand Dollars (\$1,710,000.00) for the 2014-2015 Contract Year, One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000.00) for the 2015-2016 Contract Year, One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000.00) for the 2016-2017 Contract Year, and One Million Eight Hundred Ninety Thousand Dollars (\$1,890,000.00) for the 2017-2018 Contract Year ("Base Salary"). This level of financial commitment shall not extend beyond January 31, 2018, unless stipulated in a subsequent written amendment between the parties.

(b) All compensation, including bonuses, provided to Coach will be paid in accordance with the University's normal payroll procedures, unless otherwise specified herein.

### 3.03 Exclusivity of Services

(a) Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, television, radio, clothing or shoe sponsorships, or internet, unless such activities are expressly approved in writing and in advance by the Athletic Director and the University President, and as otherwise required by NCAA bylaws, rules and regulations. Such approval will not be unreasonably withheld.

(b) Coach agrees that during the term of this agreement he will notify the Athletic Director or his designee of, and obtain permission prior to, any discussions by Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution, or any other coaching or non-coaching positions that may result in termination of his employment at the University.

### 3.04 Fringe Benefits: Coach shall be entitled to the following fringe benefits:

- (a) Participation in KSA group insurance and retirement programs and shall be eligible to participate in the voluntary payroll deduction programs as appropriate to Coach's salary as set forth in paragraph 3.02(a);
- (b) The use of one courtesy automobile comparable in make and model to that provided to men's basketball, women's basketball, and volleyball head coaches; and a vehicle stipend of \$15,000 per year to be used in accordance with KSA policy; and a stipend of \$4,000 per year to provide insurance coverage to said vehicles;
- (c) The use of a Westside Suite (equivalent to former Suite 301) at Bill Snyder Family Stadium (which includes 12 football game tickets and suite passes), including paid catering for said suite, plus twelve (12) season football tickets and twelve (12) additional suite passes for each home game, as well as eight (8) season football tickets in the general stadium in Sections 4 or 5. All tickets are to promote the University and the football program and/or Athletics Department. To the extent that a taxing authority claims that such benefits are for Coach's personal use, Coach agrees to defend, indemnify, and hold harmless KSA and the University for any tax-related liabilities they may incur related to such claims or benefits;
- (d) Full membership in the Manhattan Country Club, including golfing privileges and use of a golf cart;
- (e) Coach shall also be entitled to eight (8) men's basketball tickets in reserved chairback seats and four (4) women's basketball tickets in

reserved chairback seats (all in the current location or in a location of similar quality) for all home games.

- (f) To assist in representing the University and KSA, six (6) men's and women's Big 12 tournament tickets, and as available, four (4) NCAA men's and women's basketball tournament tickets for games in which K-State participates. This shall also include travel expenses for Coach and his spouse for such games.
- (g) Family membership for Coach at KSU Rec Complex and Ahearn Natatorium.
- (h) At times the spouse of Coach may travel with Coach for business or team travel purposes. As long as Coach has prior written approval from the Athletic Director or his designee for such travel, KSA will provide such travel expenses for Coach's spouse.
- (i) Once per Contract Year, reimbursement for the cost of an Executive Physical Examination at either the Mayo Clinic or Scripps Health, including reasonable travel expenses for Coach and his spouse.
- (j) Ten (10) hours of private airplane use per Contract Year, subject to availability and scheduling by KSA.
- (k) \$50,000 per Contract Year, payable in two installments, for Coach's business-related expenses.

3.05 The fringe benefits in 3.04(a) are subject to change if and when the University's benefit program, administered by KSA, changes.

### 3.06 Bonuses.

(a) As a bonus, to supplement Coach's compensation, as set out herein, the University agrees to pay the following sums from KSA upon attainment of each specified goal. Coach must complete the football season as Head Football Coach to receive any performance bonuses for that season.

- i. Coach shall receive one of the following: (1) \$50,000 if Kansas State University finishes in third place (either solely or tied) in the Big 12 Conference in football; (2) \$75,000 if Kansas State University finishes in second place (either solely or tied) in the Big 12 Conference in football; or (3) \$100,000 if Kansas State University finishes in first place (solely or tied) in the Big 12 Conference in football.
- ii. Coach shall receive one of the following: (1) \$50,000 if Kansas State University is selected and plays in any post-season bowl game; (2) \$100,000 if Kansas State University is selected for and plays in a BCS

bowl, the Sugar Bowl, or (beginning in the 2014 season) another BCS access bowl; (3) \$175,000 if Kansas State University plays (beginning in the 2014 season) in a National Semifinal game; (4) \$250,000 if Kansas State University plays in the National Championship game; or (5) \$350,000 if Kansas State University wins the National Championship game.

- iii. Coach shall receive \$30,000 if he is selected for one or more of the Walter Camp, Eddie Robinson, or Bear Bryant National Coach of the Year awards.
- iv. Coach shall receive either \$50,000 if Kansas State University finishes in the Top 20 in one or more of the AP or BCS final football rankings, or \$100,000 if Kansas State University finishes in the Top 10 in one or more of the AP or BCS final football rankings.

(b) The payments in Section 3.06(a) shall be made within thirty (30) days after the conclusion of the last football game of the season, or within thirty (30) days of the award being officially announced.

### 3.07 Continued Employment as K-State Athletics Representative.

Upon the ending of Coach's employment as Head Football Coach as described in Article IV, except if Coach is terminated for cause, KSA agrees to continue Coach's employment as a Special Assistant to the Athletic Director for as long as Coach is physically and mentally able, with the benefits described in Section 3.04, at a pay rate of \$250,000 per year.

Coach agrees to represent K-State Athletics and the University as directed by the Athletic Director and the President. Coach's duties shall be as assigned by the Athletic Director, and such duties include, but are not limited to, the following: making public appearances as requested by the Athletic Director or President, including up to twelve (12) Catbacker and/or special events per year; advising the Athletic Director regarding football issues; making appearances for K-State alumni events; promoting and participating in football alumni events and football alumni relations; and serving as an ambassador for KSA and the University. KSA and University will make reasonable efforts to schedule Coach's in-person appearances around his personal family obligations.

Coach shall also provide appropriate input to the Athletic Director and the President regarding the selection of the next Head Football Coach. Coach and his spouse shall also be included in bowl game travel parties.

During such time as Coach is employed as the Special Assistant to the Athletic Director, Coach shall continue receiving the fringe benefits listed in Sections 3.04(a) through (i). Such benefits are personal to Coach and are non-transferable, and may not be inherited or assigned.

3.08 Deductions and Withholding.

All payments and benefits from the University and KSA are subject to normal deductions and withholding for state, local, and federal taxes.

Article IV  
TERMINATION

4.01 KSA or the University have the right to terminate Coach's employment under this Agreement at any time without cause, in which event KSA will pay Coach:

(a) The sum of Two Million Dollars (\$2,000,000). This sum shall be paid by KSA in equal quarterly installments over seven (7) years. If Coach is terminated pursuant to this provision after January 14, 2018, said termination will be without liability to Coach and all obligations of KSA or University shall cease as of the effective date of said termination, except for such obligations that may accrue pursuant to Section 3.07.

To the extent allowable by law, payment by KSA or University of the amount under this section will constitute a full release of any claim that Coach might otherwise assert against the University, or any of its representatives, agents or employees.

(b) Except for the obligation to pay to Coach (or his successors in the event of his death) the amount set forth in Section 4.01(a), all obligations of the University and KSA (to the extent not already accrued or vested) to Coach shall cease as of the effective date of such termination, except for such obligations that may accrue pursuant to Section 3.07. In no case shall the University or KSA be liable for the loss of any Additional Compensation, collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of termination without cause of Coach's employment under this Agreement.

(c) All obligations of Coach under this Agreement or otherwise associated with his employment by the University and KSA shall cease as of the effective date of such termination, except for such obligations that may accrue pursuant to Section 3.07.

4.02 The University or KSA has the right to terminate the employment of Coach for cause. In the event Coach's employment is terminated by KSA or University at any time for cause, Coach is not entitled to the payment of any salary, benefits, or damages beyond the effective date of said termination for cause. Termination for cause means termination for Coach's misconduct. Examples of misconduct include, but are not limited to, the following:

- (i) Failure of Coach in any material respect to perform the services required of him under this Agreement, including but not limited to



- Coach's unwillingness or inability to adequately perform Coach's job duties;
- (ii) Insubordination;
  - (iii) Coach's conviction for a criminal offense involving fraud, or any conviction for a felony;
  - (iv) Participation in an act which results in material injury to the reputation of the University;
  - (v) Participation in an act of dishonesty, which act is materially inimical to the best interests of the University;
  - (vi) Conduct of Coach that offends public decency or morality as shall be determined by the standards prevailing in the community;
  - (vii) Misconduct, unethical conduct, or any other inappropriate or impermissible conduct described in the provisions set forth in Section 4 of the K-State Athletics, Inc. Employee Manual. The parties agree that the provisions set forth in Section 4, in its entirety, of said Employee Manual are incorporated into this Agreement as cause for discharge under the terms of this Agreement;
  - (viii) Violations of the University Handbook policies, including the Sexual Harassment Policy or Nondiscrimination policy;
  - (ix) Major or repetitive violation(s) of NCAA, Big 12 Conference, University or KSA rules and regulations as set forth in this Agreement;
  - (x) If Coach knows or should have known of a rule violation of NCAA, Conference, University or KSA rules by an assistant coach, staff member, athlete, or other representative of the University's athletic interests and fails to promptly report it to the Athletic Director of the University.

KSA and the University shall have no obligation to use progressive discipline regarding Coach's misconduct. Any KSA or University decision to utilize progressive discipline shall not create any future obligation for KSA or University to use progressive discipline.

4.03 If KSA or the University terminates Coach's employment for cause as specified in Section 4.02, it shall be without liability to Coach, or any other penalty. Specifically:

(a) All obligations of the University or KSA to make further payments and/or to provide any other consideration, under this agreement or otherwise, except to the extent already vested, shall cease immediately. In no case shall the University or KSA be liable to Coach for the loss of any Base Salary, additional compensation, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other source,

as a result of the University's or KSA's termination for cause of Coach's employment under this Agreement.

(b) All obligations of Coach under this Agreement or otherwise associated with his employment by the University and KSA shall cease as of the effective date of such termination.

#### 4.04 Termination by Coach:

(a) Coach recognizes that his promise to work for KSA and the University for the entire term of this Agreement is the essence of this Agreement with KSA and the University. Coach also recognizes that KSA and the University are making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties agree that Coach may, nevertheless, terminate his employment under this Agreement by giving the Athletic Director confidential written notice of his resignation.

(b) If Coach terminates his employment under this Agreement prior to its expiration in accordance with this provision, his compensation and benefits, to the extent not already accrued or vested, shall cease immediately, unless Coach continues to render the coaching services described in this Agreement at the sole option of the Athletic Director. If Coach takes the position described in Section 3.07, he shall receive the compensation and benefits described there.

(c) This Agreement will terminate automatically upon the death of Coach, or if Coach is unable to perform the duties enumerated in Article II of this Agreement for 180 days within the previous 365 days.

### Article V OUTSIDE ACTIVITIES AND INCOME

5.01 Coach may engage in activities outside of his duties for KSA and the University and be compensated for those activities, but only so long as those activities do not interfere with performance by Coach of his duties as an employee of the University and KSA, or his duties under this Agreement or any University or KSA policy. In accordance with NCAA regulations and as set forth in the provisions for Coach's annual appointment to the University, Coach is required to receive, annually, prior written approval from the President of the University for all athletically-related income and benefits from sources outside the institution, which approval will first be sought from the Athletic Director or his designee. Coach's request for approval will be in writing and will include the amount and source of the income. The University agrees that to the extent Coach seeks University consent to engage in any such activity (whether by reason of NCAA rules or otherwise), such consent will not be withheld unreasonably.

5.02 Coach may own and operate a summer football camp at University facilities. The camp must be operated in accordance with the rules, guidelines, policies, and procedures of the KSA, Athletic Department, University, Big 12 and NCAA, and with appropriate financial controls. Within 60 days of the closing of the camp, Coach will provide to KSA a full financial accounting of the camp, including a statement of income and expenses, and an accounting of the distribution to University or KSA employees and third parties. Coach agrees that he has the right to operate this camp only as long as he is the Head Coach of the football program and that the University will assume the right to operate the camp upon the termination of Coach's employment as Head Coach.

5.03 Coach shall be entitled to utilize University facilities in his operation of his camp(s), as provided herein. The manner means, and details of the camp must be submitted to and approved by the University prior to the camp being advertised. Coach shall be responsible for any and all facility or other fees and/or expenses (including but not limited to such items as clerical assistance, copy expenses, office supplies, administrative costs, residence halls, swimming pools, practice site etc.) and equipment usage assessed by the University for said camps. Coach agrees to provide adequate liability insurance for his camp, with a minimum single occurrence limit of at least \$1 million, and with KSA and the University listed as additional insureds. KSA and the University agree to charge a commercially reasonable rate, as determined by the Athletic Director or his designee, which is consistent with fees charged for other athletic summer camps, for the expenses referred to above. At the discretion of the Athletic Director or his designee, the University may agree to place advertising and links to camp websites on the University's official athletic website(s). Coach shall set reasonable and affordable fees for his camp(s).

5.04 Coach shall be able to pursue sponsorships for camps, provided that these sponsorships do not conflict with the interests of KSA's sponsors or the sponsors of KSA's rights holders. Coach shall provide a list of potential sponsors to the Athletic Director for the Athletic Director's written approval prior to Coach (or anyone associated with Coach's camp) contacting potential sponsors.

## Article VI SCHEDULING GAMES

6.01 The Coach will work with the Athletic Director and/or his designee in scheduling football games with final scheduling authority to be the responsibility of the Athletic Director.

Article VII  
FOOTBALL PROGRAM RECORDS AND MATERIALS  
AND UNIVERSITY TRADEMARKS

7.01 All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to Coach by the University, or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder, shall remain the sole property of the University. Notwithstanding the foregoing, Coach shall retain a perpetual, non-exclusive, non-transferable, royalty-free right to use any and all materials developed by Coach.

7.02 Nothing in this Agreement shall constitute permission or license for Coach to use or to authorize third parties to use the University's trademarks in connection with any outside employment. A license to use the University's trademarks must be obtained from and approved by the appropriate University trademark and licensing officials, or any agent of the University authorized to contract on its behalf. Further, nothing in this Agreement shall constitute permission or license for Coach to modify or change any existing trademarks or to create new trademarks for the University or its football program without the express written consent of the University President and Athletic Director, or their designees. Such consent shall not be unreasonably withheld.

Article VIII  
MISCELLANEOUS

8.01 This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit brought regarding the terms of this Agreement may only be brought in the District Court of Riley County, Kansas.

8.02 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be enforceable, valid and legal under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

8.03 This Agreement shall not be assigned by either party, but shall be binding as to successors of the University or KSA.

8.04 This Agreement is for the sole benefit of the parties hereto and may not be enforced by any third party.

8.05 The section and paragraph headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretations of

this Agreement. The recitals at the beginning of this Agreement are, and shall be construed as, substantive provisions of this Agreement.

8.06 With the exception of the provisions of each annual term appointment entered into by and between Coach and the University which are hereby incorporated by reference (Coach shall contemporaneously execute another current term appointment that incorporates this Agreement's financial terms and which shall be effective February 1, 2013), this Agreement revokes and supersedes all prior agreements with respect to KSA's and University's employment of Coach, constitutes the entire agreement between the parties hereto, and may be modified only in a writing signed by the President of the University, the Athletic Director, and Coach. This Agreement shall not affect the License Agreement between the University, KSA, Coach, and SSM, Inc., which contains rights and responsibilities separate from Coach's employment.

8.07 Coach acknowledges that he has read and understands the foregoing provisions of this Agreement, that such provisions are reasonable and enforceable, and that he agrees to abide by this Agreement and the terms and conditions set forth herein.

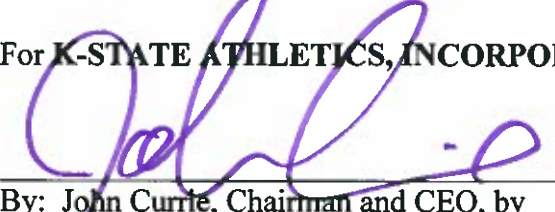
8.08 Coach understands and agrees that he has been given an opportunity to consult with an attorney regarding this Agreement. Coach also agrees that, to the extent this Agreement requires interpretation, such interpretation shall not be made against the University or KSA as the drafters.

Effective as of the 1<sup>st</sup> day of February, 2013.

For **COACH**

  
\_\_\_\_\_  
Bill Snyder, Head Coach

For **K-STATE ATHLETICS, INCORPORATED**

  
\_\_\_\_\_  
By: John Currie, Chairman and CEO, by  
Authorization of the Board of Directors

For **KANSAS STATE UNIVERSITY**

  
\_\_\_\_\_  
By: Kirk Schulz, President

**TERM APPOINTMENT**

By authority of the Board of Regents of the State of Kansas and subject to all provisions of the laws of Kansas, the regulations, policies, minutes, and resolutions of the Board of Regents; and the rules, regulations, and policies of Kansas State University; and the rules, regulations, and policies of K-State Athletics Incorporated,

**BILL D. SNYDER** is hereby offered the position of **HEAD COACH/FOOTBALL** in the **KSA** at Kansas State University beginning **FEBRUARY 1, 2015**, at **100** percent time at a salary rate of **\$68,076.93** bi-weekly.

This appointment ends on **JANUARY 31, 2016**.

It is understood that this appointment carries with it no expectation of continuing employment other than as varied by the parties, in writing, and no consideration for tenure, and that the standards for notice of non-reappointment do not apply. This appointment is subject to reassignment of duties upon notice by the appointing administrator.

*THIS APPOINTMENT IS CONTINGENT UPON CONTINUING AVAILABILITY OF FUNDING AND NEED FOR THESE SERVICES.*

*YOU MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE PRESIDENT ANNUALLY FOR ALL ATHLETICALLY RELATED INCOME AND BENEFITS FROM SOURCES OUTSIDE THE INSTITUTION (INCLUDING BUT NOT LIMITED TO: INCOME FROM ANNUITIES, SPORTS CAMPS, COMPLIMENTARY TICKET SALES, TELEVISION AND RADIO PROGRAMS AND ENDORSEMENTS, OR CONSULTATION CONTRACTS WITH ATHLETIC SHOE, APPAREL, OR EQUIPMENT MANUFACTURERS). THE PRESIDENT HAS GIVEN PRIOR APPROVAL FOR YOU TO RECEIVE INCOME NOT IN EXCESS OF \$500 FOR ANY SPEAKING ENGAGEMENT CAMP OR CLINIC PARTICIPATION. YOU MUST ANNUALLY PROVIDE THE PRESIDENT WITH A DETAILED ACCOUNTING OF ANY INCOME EARNED AS A RESULT OF THIS APPROVAL.*

*IF YOU ARE FOUND IN VIOLATION OF NCAA OR BIG 12 CONFERENCE REGULATIONS, YOU SHALL BE SUBJECT TO DISCIPLINARY OR CORRECTIVE ACTION AS SET FORTH IN THE PROVISIONS OF THE NCAA ENFORCEMENT PROCEDURES, INCLUDING SUSPENSION WITHOUT PAY OR TERMINATION OF EMPLOYMENT. IN ADDITION, IF YOU ARE CONVICTED OR FOUND IN VIOLATION OF ANY CRIMINAL LAW OR COMMIT A CRIMINAL ACT IN ANY STATE OR MUNICIPALITY OF THIS COUNTRY OR OF ANY OTHER COUNTRY, AND/OR YOU ARE INVOLVED IN ANY CONDUCT THAT CONSTITUTES MORAL TURPITUDE, OR WHICH WOULD TEND TO BRING PUBLIC DISRESPECT, CONTEMPT, OR RIDICULE UPON KANSAS STATE UNIVERSITY OR KANSAS STATE ATHLETICS INCORPORATED, THIS CONTRACT MAY BE SUBJECT TO DEPARTMENTAL PROBATION, DEMOTION, SUSPENSION WITHOUT PAY, AND/OR IMMEDIATE TERMINATION.*

*THIS APPOINTMENT IS SUBJECT TO KSA BENEFITS AND PROGRAMS.*

*IN THE EVENT OF ANY CONFLICT BETWEEN THE LANGUAGE OF THIS APPOINTMENT FORM AND AN EMPLOYMENT ADDENDUM SIGNED BY EMPLOYEE, THE LANGUAGE FOUND IN THE EMPLOYMENT ADDENDUM SHALL STRICTLY CONTROL AND WILL SUPERSEDE THE LANGUAGE FOUND IN THIS APPOINTMENT FORM. IN THE EVENT OF ANY CONFLICT, THE LANGUAGE OF THE EMPLOYMENT ADDENDUM WILL STRICTLY CONTROL, EVEN IF THIS APPOINTMENT FORM IS SIGNED AFTER THE EFFECTIVE DATE OF THE EMPLOYMENT ADDENDUM.*

*EMPLOYEE IS SUBJECT TO ALL RULES, REGULATIONS, AND POLICIES OF THE KSA AND THE UNIVERSITY. WHERE THERE IS A CONFLICT BETWEEN THESE PERSONNEL POLICIES, THE KSA POLICY WILL GOVERN.*

**It is understood upon signing this appointment contract that I must complete the electronic Declaration of Conflict of Interest and Time Commitment form. This form can be accessed through HRIS Employee Self-Service at: <https://www.as.ksu.edu/HRIS>. (Path: Employee Self Service > Personal Information > Conflict of Interest)**

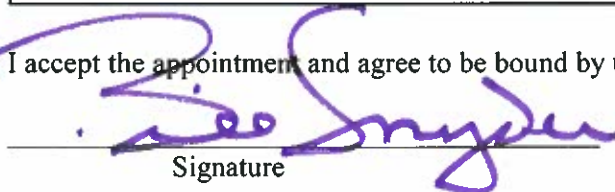
By direction of the President:

  
\_\_\_\_\_  
Dean/Provost/Vice President

Jan 14, 2015  
\_\_\_\_\_  
Date

PLEASE RETURN THE ORIGINAL AND ONE COPY OF THIS CONTRACT TO CINDY WILLIAMS, 142 BRAMLAGE.

I accept the appointment and agree to be bound by the terms stated herein:

  
\_\_\_\_\_  
Signature

1/22/15  
\_\_\_\_\_  
Date

I reject the appointment:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into and made effective as of September 1, 2009 by and between K-State Athletics, Incorporated ("KSA"), Kansas State University (the "University"), SSM, Inc., a Kansas corporation ("SSM"), and Bill Snyder ("Coach" or "Snyder").

WHEREAS, pursuant to that certain Kansas State University Football Head Coach Employment Agreement between KSA, the University and Coach, dated contemporaneously herewith (the "Employment Agreement"), Coach has agreed to serve Head Coach of the Team (as defined therein), with such duties and responsibilities in his capacity as Head Coach as specified therein;

WHEREAS, SSM desires to grant a license to KSA and the University to use certain intellectual property and KSA and the University desire to obtain and comply with the terms of such license.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, SSM hereby grants to KSA and the University, and KSA and the University hereby accept, a perpetual and, except as provided in Section 5 of this Agreement, non-transferable license of the names, nicknames, likeness, image, signatures, pictures, quotes, phrases, interviews, and coaching records, philosophies and methods of or attributable to Bill Snyder, the term Bill Snyder family, and all derivations thereof, for any current and future uses for promoting and developing the University, KSA, or the University's football program (the "License"). Except as provided in Section 5 of this Agreement, KSA and the University shall have no right to sublicense, transfer, or assign to any other party all or any part of the License without the prior written consent of SSM, which consent may not be unreasonably withheld. Notwithstanding anything contained in this paragraph 1 or elsewhere in this Agreement to the contrary, the license and the rights thereunder which are licensed to KSA and the University under this Agreement by SSM may be exploited and used by K-State Sports Properties, LLC ("LLC") without any additional consideration paid by LLC or KSA and University to the extent necessary for KSA and University to remain in compliance with the multi-media athletic promotion rights granted to LLC by KSA and University under a Multi-Media Athletic Promotion Agreement between LLC and KSA and University. LLC's rights under this Agreement terminate when LLC's multi-media athletic promotion rights with KSA and the University end.

Without limiting in any way the generality of the foregoing provisions of this Section, it is specifically agreed and understood that the License provided by this Agreement includes a license of all likenesses, images, pictures, quotes, phrases, interviews, and records of or relating to Snyder written, produced, obtained, made, given, taken, or created at any time while Snyder is serving as head football coach for the University and that the right of KSA and the University to use such intellectual property will be perpetual and will not end at such time as Snyder is no longer serving as head football coach for the University.

It is further acknowledged and agreed that the naming of the University's football stadium as the "Bill Snyder Family Stadium" or the "Bill Snyder Family Football Stadium" and the right to use such names is a right independent of this License that was previously acquired by the University from Snyder and for which no further consideration is required or to be provided.

If any current or future use of the subject matter of this License by KSA, the University, or any permitted sublicensee or assignee of the University or KSA is deemed by Coach or SSM to be in poor taste or to reflect negatively upon Coach, his family, or the football program, SSM may provide written notice of that concern to the University's Athletic Director. Upon receipt of such notice, the Athletic Director will review the concern, and if the Athletic Director determines that the concern is reasonable and cannot be addressed in any other manner, the Athletic Director will work with KSA, the University, or the sublicensee or assignee (as applicable) to modify or discontinue the use of the licensed rights at a time and in a manner deemed appropriate by the Athletic Director to address the concern.

2. License Fee.

(a) As a royalty for the License, so long as Snyder is then serving as the University's head football coach, KSA or the University shall pay to SSM Three Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$308,333.00) for the 2009-2010 Contract Year (defined below), Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the 2010-2011 Contract Year, Seven Hundred Seventy Thousand Dollars (\$770,000.00) for the 2011-2012 Contract Year, Seven Hundred Eighty Thousand Dollars (\$780,000.00) for the 2012-2013 Contract Year, Seven Hundred Ninety Thousand Dollars (\$790,000.00) for the 2013-2014 Contract Year (the "License Fee"), after which the parties agree to renegotiate in good faith the License Fee for any subsequent Contract Year during which Snyder is serving as the University's head football coach. The License Fee for any Contract Year during which Snyder is serving as the University's head football coach for only a portion of the year will be prorated on a monthly basis. The License Fee for each Contract Year (or portion thereof) while Snyder is serving as the University's head football coach will be paid in equal monthly installments throughout such Contract Year (or portion thereof). For any period during which Snyder is not serving as the University's head football coach, the University will pay SSM a License Fee of \$1 per year. Further, for any period during which Snyder is not serving as the University's head football coach, Snyder or SSM may license his right of publicity to, or otherwise enter into endorsement arrangements with, third parties, so long as any such license or arrangement does not infringe upon or in any way limit the exercise or use of the rights granted to KSA and the University under this Agreement. To avoid conflicts of interest, all such third party agreements must be approved by the Athletic Director (with approval not to be unreasonably withheld) as long as Snyder is an employee of KSA or the University.

(b) As used in this Agreement, the term "Contract Year" means the twelve month period commencing each February 1<sup>st</sup> and ending the following January 31<sup>st</sup>, except that the first Contract Year will be a short year commencing September 1, 2009 and ending January 31, 2010. Each such Contract Year is designated by the calendar



years in which it begins and ends (so that the Contract Year from February 1, 2010, through January 31, 2011, is referred to as the "2010-2011 Contract Year").

3. Term. The term of this Agreement ("the Term") shall commence on September 1, 2009 and will be perpetual, unless and until terminated by mutual agreement of the parties. But if any party to this Agreement materially breaches an obligation or duty owed to another party under this Agreement, then the non-breaching party will have the right to terminate this Agreement upon written notice given to the breaching party describing the alleged breach and the intent to terminate, unless, within 30 business days after receiving notice of the breach, the breaching party cures or substantially cures the breach described in the notice.

4. Ownership. Subject to the terms and conditions of this Agreement, all right, title, and interest in and to the subject matter of the License shall remain the exclusive property of SSM, unless otherwise agreed to by the parties hereto. SSM hereby represents and warrants that (i) it holds all right, title, and interest in and to the intellectual property licensed under this Agreement, (ii) it has full power and authority to license the rights granted to the University and KSA under this Agreement, and (iii) such rights may be held and exercised by the University and KSA free from claims of infringement by any third party. SSM agrees to provide the University and KSA, upon request, proof of its ownership of the intellectual property licensed under this Agreement, which proof will be provided in such form and manner as may be deemed necessary in the opinion of legal counsel for the University and/or KSA.

5. Assignment. The parties agree that SSM may assign all of its right, title and interest under this Agreement at any time without any express consent being required by KSA or the University. In the event of assignment, SSM will provide notice to KSA and the University that the Agreement has been assigned. The parties further agree that KSA and the University may assign all or any portion of the rights licensed to them under this Agreement to an organization controlled by or affiliated with the University without the consent of SSM and without KSA, the University, or such organization paying any fee or royalty beyond the amounts payable under this Agreement.

6. Indemnification.

(a) KSA agrees to defend, hold harmless and indemnify SSM, its agents and employees, from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (collectively "Costs") arising out of or in any way connected with the use by KSA, LLC, or any of its permitted sublicensees or assigns of the subject matter of the License in a manner inconsistent with the purpose of this Agreement.

(b) SSM and Snyder agree to defend, hold harmless and indemnify KSA, the University, their affiliates, and all officers, directors, trustees, employees, or agents of the foregoing from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (collectively "Costs") arising out of or in any way connected with any controversy involving in any way the License Fees paid pursuant to this Agreement or to the extent arising out of the actual or alleged infringement upon or misappropriation of any third

party's intellectual property right by reason of the License provided by this Agreement or the use or exercise of the rights licensed under this Agreement by any of the indemnified parties.

7. Termination. This Agreement will be perpetual and will be terminated only by mutual agreement of the parties or as provided in Section 3 of this Agreement.

8. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit brought regarding the terms of this Agreement may only be brought in the District Court of Riley County, Kansas.

(b) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

(c) This Agreement is for the sole benefit of the parties hereto and may not be enforced by any third party.

(d) The section and paragraph headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement. The recitals at the beginning of this Agreement are, and shall be construed as, substantive provisions of this Agreement.

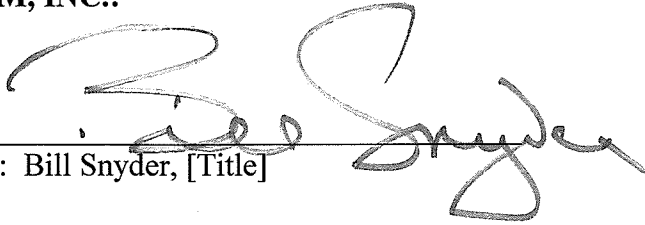
(e) This Agreement revokes and supersedes all prior agreements with respect to the License, constitutes the entire agreement between the parties hereto, and may be modified only in a writing signed by the parties hereto or their duly authorized representatives.

(f) This Agreement is binding on the parties hereto and their heirs, assigns, and successors in interest, which successors will include, but will not be limited to, successors by merger, acquisition, conversion, liquidation, assignment, sale, or other similar transfer, whether voluntary or involuntary.

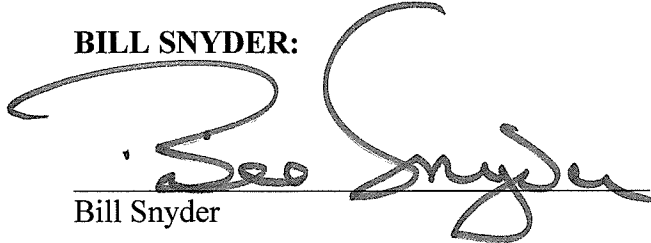
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

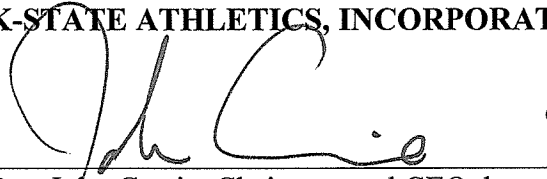
**SSM, INC.:**

  
By: Bill Snyder, [Title]

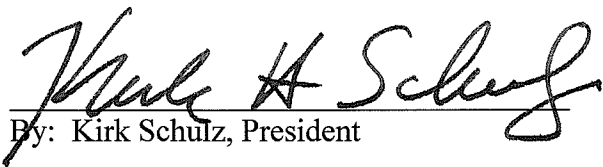
**BILL SNYDER:**

  
Bill Snyder

**K-STATE ATHLETICS, INCORPORATED:**

 9/11/09  
By: John Currie, Chairman and CEO, by  
Authorization of the Board of Directors

**KANSAS STATE UNIVERSITY:**

 9/14/09  
By: Kirk Schulz, President

**FIRST AMENDMENT TO THE LICENSE AGREEMENT**

This Amendment, made and effective this February 1, 2013, is regarding the September 1, 2009 License Agreement ("the License Agreement") between Coach Bill Snyder, K-State Athletics, Incorporated ("KSA"), SSM, Inc. ("SSM") and the University.

The parties agree that all terms shall remain the same except for those additions, deletions and modifications, enumerated below.

1. In Section 2(a), the amount "Seven Hundred Ninety Thousand Dollars (\$790,000.00) for the 2013-2014 Contract Year" shall be stricken and replaced with "One Million One Hundred Thousand Dollars (\$1,100,000.00) for the 2013-2014 Contract Year".

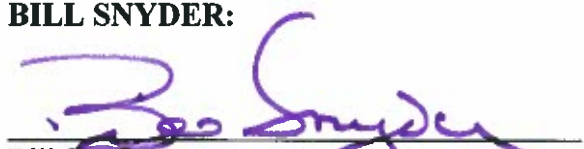
2. Pursuant to Section 2(a), SSM shall be paid One Million One Hundred Forty Thousand Dollars (\$1,140,000.00) for the 2014-2015 Contract Year, One Hundred Eighty Thousand Dollars (\$1,180,000.00) for the 2015-2016 Contract Year, One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00) for the 2016-2017 Contract Year, and One Million Two Hundred Sixty Thousand Dollars (\$1,260,000.00) for the 2017-2018 Contract Year.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

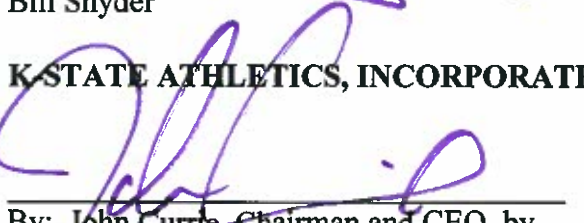
**SSM, INC.:**

  
By: Bill Snyder

**BILL SNYDER:**

  
Bill Snyder

**K STATE ATHLETICS, INCORPORATED:**

  
By: John Currie, Chairman and CEO, by  
Authorization of the Board of Directors

**KANSAS STATE UNIVERSITY:**

  
By: Kirk Schulz, President