

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

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

The Parties agree as follows:

1. **Position.** The University and the Employee have entered into this Employment Agreement because the University desires to hire the Employee as the Head Football Coach of the University Football Team (the “**Team**”) for a period of five (5) years with the Employee’s assurance that he will serve the entire term of this Employment Agreement, a long-term commitment by the Employee being critical to the University’s desire to run a stable athletics program. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Employment Agreement. Accordingly, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the following terms and conditions.
2. **Employee Responsibilities.** During his employment Employee agrees to the following duties and responsibilities:
 - a. Employee shall devote full and best efforts in faithfully and diligently carrying out the duties and responsibilities of Head Football Coach in the Department of Intercollegiate Athletics (the “**Department**”).
 - b. Employee shall actively comply with and support all University rules and regulations.
 - c. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletic competition and adhere to all applicable rules and regulations of the National College Athletic Association (“**NCAA**”), the Pacific-10 Conference (“**Pac-10**”), and other established bodies that govern or oversee intercollegiate athletics or the University. In the event Employee becomes aware, or has reasonable cause to believe, that violations of these organizations’ constitutions, bylaws, interpretations, rules or regulations may have taken place, Employee shall report same promptly to the Senior Associate Athletic Director for Compliance at the University. As a condition of employment, the Employee shall be required to participate in rules education programs offered by the Department of Intercollegiate Athletics.
 - d. Employee shall carry out all other Department duties as assigned by the Director of Intercollegiate Athletics (“**Director**”).

- e. Employee shall comply with all applicable laws and rules of the United States and the State of Washington that should be known to Employee.
 - f. Employee shall use best efforts to generate revenue for the Department. Such efforts shall include, but are not limited to, participation in reasonable fundraising events as determined by the Director, subject to timely notice.
 - g. Employee shall attend various functions as determined by the Director as is reasonable, subject to timely notice.
 - h. In concert with the Director, Employee shall have the right to select, retain and/or discharge assistant football coaches and other football, nonclassified, staff, and University shall consider Employee's input with respect to the compensation of University assistant football coaches and other football staff.
3. **Reporting Relationship.** Employee shall report to and be under the supervision of the Director or to such other person as may be designated from time to time by the Director. Director, or Director's designee, shall provide to Employee each Contract Year a written review evaluating Employee's performance of his duties and responsibilities as set forth in paragraph 2.
4. **Duration.** This Agreement shall be for a term of five (5) years commencing on December 7, 2008 and ending on December 6, 2013 (the "**End Date of the Agreement**"), unless terminated sooner in accordance with paragraphs 9, 10, 11, or 12 of this Agreement. The term "**Contract Year**" as used in this Agreement shall mean a period of twelve (12) full calendar months. The first (1st) Contract Year shall begin on December 7, 2008. Each succeeding Contract Year shall begin on the anniversary of the first (1st) day of the first (1st) Contract Year. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and accept that Employee was employed simultaneously by University of Southern California during approximately the first (1st) month of the first (1st) Contract Year.
5. **Compensation and Benefits.** In consideration for the promises he has made in entering into this Agreement, Employee shall be entitled to the forms of compensation set forth below. Employee is not eligible for tenure or any rights that may apply to tenure. Unless specifically excluded by law, all compensation will be included in Employee's gross income and shall be subject to normal deductions for state, local, and federal taxes and any retirement or other benefits in which Employee is entitled to participate. Employee shall have no right to any compensation or benefit from the University that is not set forth in this Agreement. Employee's compensation and benefits shall be as follows:
- a. **Base Salary.** Employee's base salary for services and satisfactory performance of the terms and conditions of this Agreement (the "**Base Salary**") shall be:

Contract Year 1: \$300,000

Contract Year 2: \$330,000
Contract Year 3: \$360,000
Contract Year 4: \$390,000
Contract Year 5: \$420,000

Base Salary shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- b. **Regular Media Compensation.** At the discretion of the Director, Employee may be assigned to appear on television and radio broadcasts of/or related to University football games, other sports shows dedicated to University sports as may be developed, and any other media appearances as directed by the Director. It is acknowledged that such appearances may include, but are not limited to, pre-game and post-game shows connected with game broadcasts and/or pre-game and post-game receptions. Employee agrees to make himself available for such media appearances as directed by the Director. The annual amount of media compensation (including both radio and television) is:

Contract Year 1: \$500,000
Contract Year 2: \$530,000
Contract Year 3: \$570,000
Contract Year 4: \$600,000
Contract Year 5: \$660,000

Media compensation shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- c. **Regular Pay for Appearances and Consultations.** Employee agrees to the following regarding the University's contractual sponsorship relations with NIKE and other corporate sponsors.

- (1) **Personal Appearances.** Upon request, Employee agrees, subject to timely notice and availability to be present for a minimum of three (3) personal appearances on behalf of NIKE and additional appearances for other sponsors, as determined by the Director. No single appearance shall exceed a total of twenty-four (24) hours in duration, including travel time, unless otherwise agreed to in advance. Such appearances may include, but are not limited to, speaking engagements, appearances at sports clinics, celebrity events, and other public appearances sponsored in whole or in part by NIKE, or other University sponsors. During these appearances, Employee shall not be required to provide a qualitative or comparative description of a product or provide price information or advertising. The personal appearances described in this paragraph are in addition to and consistent with Employee's general obligation to promote the University,

the Department and the football program through public relations activities.

- (2) Consultation. Employee agrees that, upon the University's reasonable request, Employee will provide written or oral feedback to NIKE, or other University sponsors as determined by the Director, concerning the design or performance of products supplied to Employee and Employee's team.
- (3) License to Use Personality Rights. Employee will grant to University the nonexclusive right to utilize Employee's personality rights, including Employee's name, voice, signature, photograph or likeness, in conjunction with promoting University events, activities, or interest. This right specifically includes the nonexclusive right to utilize Employee's personality rights in conjunction with the University's acknowledgment of third-party sponsors or vendors. Notwithstanding the foregoing, all uses of Employee's personality rights shall be subject to written approval on a case-by-case basis by Employee, which approval shall not be unreasonably withheld. Prior to utilizing Employee's personality rights, University shall furnish to Employee, for the approval of Employee, University's intended use of Employee's name, voice, signature, photograph, or likeness. Employee shall retain all title and interest in his personality rights except as permitted by this Agreement.
- (4) Compensation. As compensation for the duties performed under the terms of paragraph 5c, and in consideration for the utilization of Employee's personality rights, the University shall pay the Employee the following amounts:

Contract Year 1: \$420,000
Contract Year 2: \$440,000
Contract Year 3: \$480,000
Contract Year 4: \$505,000
Contract Year 5: \$560,000

Appearance and consultation compensation set forth under this subparagraph shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- d. Regular Pay for Speaking and Representation. The parties hereby understand and agree that the University's interests are served by strong relationships with alumni and the general public. Employee shall promote such interests by representing the University at alumni functions and other public, private and community events. It is acknowledged that these events often occur at times that require significant travel and time commitments by the Employee. For representing the University's athletics program at public and private events, including but not limited to, alumni and community gatherings, meetings, and special events, the Employee shall receive:

Contract Year 1: \$380,008
Contract Year 2: \$400,004
Contract Year 3: \$440,004
Contract Year 4: \$455,000
Contract Year 5: \$510,004

Speaking and representation compensation set forth under this subparagraph shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- e. **Housing Allowance.** During each Contract Year of this Agreement, University shall provide Employee with a \$150,000 annual housing allowance. Payments shall be made monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.
- f. **Family Travel Expenses.** University will pay the cost of having Employee's family travel to all away football games, all post-season events in which the University's football team participates, and two (2) additional business-related trips each fiscal year if Employee so elects.
- g. **Benefits.** University shall provide Employee with those benefits available to personnel under the Personnel Program for Contract Staff--Department of Intercollegiate Athletics (the "Personnel Program"). The benefits set forth in the Personnel Program, in effect at the time this Agreement is entered into, or as thereafter amended, shall apply to Employee and to this Agreement, and the terms of the Personnel Program regarding benefits are attached hereto as Exhibit A and are incorporated herein by reference. In the event of any conflict between this Agreement and the benefits section of the Personnel Program, the terms of this Agreement shall prevail.
- h. **Courtesy Car.** Employee will be eligible to participate in the University's courtesy car coach program (the "Courtesy Car Program") and be assigned two (2) vehicles if he so elects. The vehicles can be used for both personal and official purposes. Employee must insure both vehicles. If Employee elects to participate in the Courtesy Car Program, University shall be responsible for paying up to a total of \$1,200 per year (not per vehicle) towards insurance for the vehicles. The Employee is responsible to pay taxes on the annual leased value of the vehicle, in accordance with IRS rules and established University policies and procedures for the Courtesy Car Program. It is understood that these prerequisites may be withdrawn by the Director at any time in the Director's sole discretion.
- i. **Country Club Membership.** The Parties agree that an important role of the Head Football Coach is to develop relationships and contacts with established members of the business community, as well as relationships and contacts with supporters of the Department. Accordingly, the University agrees to make

available to Employee, while he serves as Head Football Coach, a membership at a mutually agreeable country club if Employee so elects. The University further agrees to pay for Employee's monthly dues and expenses incurred at said country club as a result of University purposes and interests. Employee shall remain responsible for any personal expenses incurred. The University will maintain all property rights and ownership interest in the membership. The membership fee shall not be incurred on behalf of Employee.

j. **Incentives for Performance.** Each Contract Year Employee may earn up to, but no more than, \$1,250,000 by reaching the following performance goals:

- (1) In the event the Team is the Pac-10 champion or co-champion, Employee shall receive \$350,000 in additional compensation one (1) month after the champion(s) is named.
- (2) In the event the Team plays in a Non-BCS Bowl game, Employee shall receive \$150,000 in additional compensation one (1) month after the bowl game is played.
- (3) In the event the Team plays in a BCS Bowl game, Employee shall receive \$400,000 in additional compensation one (1) month after the bowl game is played.
- (4) In the event the Team plays in a BCS Bowl game and is the National Champion, Employee shall receive \$500,000 in additional compensation one (1) month after the bowl game is played.

k. **Academic Incentives.** Each Contract Year Employee may earn up to, but no more than, \$250,000 based upon the academic performance of student-athletes participating in the football program as set forth below:

- (1) Graduation Success Rate (not cumulative). Employee's academic incentive compensation based upon the Graduation Success Rate, as defined by Section 23.02.2 of the NCAA Bylaws (as same may be changed, modified or amended from time to time, the "Graduation Success Rate") of the student-athletes on the Team shall be:
 - (i) \$50,000 if the Graduation Success Rate is greater than or equal to 70%
 - (ii) \$75,000 if the Graduation Success Rate is greater than or equal to 75%
 - (iii) \$125,000 if the Graduation Success Rate is greater than or equal to 80%

- (2) APR Rates (not cumulative). Employee's academic incentive compensation based upon the NCAA Academic Progress Rate, as defined by Section 23.02.1 of the NCAA Bylaws (as same may be changed, modified or amended from time to time, the "APR"), for the Team shall be:
- (i) \$50,000 if the APR is greater than or equal to 950
 - (ii) \$75,000 if the APR is greater than or equal to 960
 - (iii) \$125,000 if the APR is greater than or equal to 970

The University shall pay to Employee any compensation earned under this paragraph one (1) month after it is determined that the compensation has been earned.

- l. **Expenses.** University will reimburse Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement, including but not limited to, expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with the standard procedures of the University upon presentation to the University of receipts or other statements itemizing such expenses in reasonable detail. The University will provide Employee with state contracted household moving services and shall reimburse Employee for related out-of-pocket expenses reasonably incurred for Employee's move to Washington and specifically approved by the Director. If approved by the Director, University will provide temporary housing for a reasonable duration and pay for related travel expenses in reasonable amounts following the commencement date of this Agreement.
- m. **Shoe, Apparel and Equipment Contracts.** In the course of Employee's official duties, Employee shall, as determined by the University, use the shoes, apparel, or equipment of the companies with which University has contracted for athletic supplies. Further, such companies may ask Employee to endorse, consult, or provide other services for shoe, apparel, or equipment companies. Any services provided by Employee to NIKE in his official capacity shall be pursuant to paragraph 5c of this Agreement. Subject to paragraph 7 of this Agreement and full compliance with the State Ethics law, any other compensation for outside services provided by the Employee to athletic shoe, apparel, or equipment companies shall be paid by such athletic shoe, apparel, and equipment company. Employee's services to the company shall be separate from the services Employee will provide in the course of Employee's official duties for the University.
- n. **Complimentary Tickets.** University shall provide Employee with a mutually agreed upon number of tickets for all University varsity sporting events.

6. **Academic Expectations.** In the performance of his duties, Employee is directly responsible to and under the supervision of the Director or Director's designee. Without limitation of the foregoing, Employee, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students. The Parties agree that, although this employment contract is sports-related, the primary purpose of the University and this Agreement is educative. Thus, the Parties recognize and agree that satisfactory academic performance and normal and ordinary progress toward obtaining a baccalaureate degree by student-athletes participating in the University's intercollegiate athletics programs are of paramount importance. Performance reviews by the Employee and the University shall specifically include an evaluation of how well the participants in the University's intercollegiate athletics programs are performing academically. Employee will make every effort to ensure that student-athletes participating in the football program graduate. Employee agrees to adhere to and follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes for the sports program. All academic standards, requirements, and policies of the University shall be observed by Employee at all times and shall not be compromised or violated at any time.

7. **Collateral Opportunities.** The Parties acknowledge the potential existence of collateral opportunities that may result in additional income to Employee, such as personal service agreements for supplemental income. The Parties also recognize that Washington's State Ethics law may limit these opportunities. The following terms and conditions shall apply to Employee's collateral opportunities.
 - a. **University Obligations are Primary.** Such outside activities shall not interfere with the full and complete performance by Employee of his duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students.

 - b. **NCAA Rules, State Law, and University Policy Shall Be Followed.** In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor, or engage in any other action, if such action would violate the NCAA or Pac-10 constitution, bylaws, rules and regulations or interpretations thereof, or any state law, including but not limited to, the State Ethics law or University policy on outside compensation or conflict of interest, as now or hereafter enacted.

 - c. **Prior Written Approval.** Employee must obtain prior written approval from the Director for all income and benefits from sources outside the University, including but not limited to: income from annuities; sports camps; housing benefits; ticket sales; television and radio programs; licensing and marketing opportunities; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or distributors. Prior written approval from the University's Trademarks and Licensing Office is required to use, directly or

by implication, the institution's name, logo, or other registered trademarks in the endorsement of commercial products or services for personal gain. Prior written approval from the President may also be required for certain kinds of non-athletically related income under state law.

- d. **Annual Reporting Requirement.** Employee must provide the Director with a written report, at the end of each calendar year, itemizing all outside compensation received during that year.
 - e. **Other Limitations.** Employee may not be identified in any commercial advertisement as an employee of the University, and Employee's position or title may not be used as an identifier in such advertisement, without the prior written consent of the University. In addition, Employee may not use or be pictured in identifiable University facilities in commercial advertisements without the prior written consent of the University. Any outside activities undertaken shall be in conformance with State and University policies and regulations including the University's policy on outside compensation.
 - f. **University is Not Liable.** During the term of this Agreement, the University is responsible to compensate Employee only for the Base Salary identified in paragraph 5(a) and any other compensation, specifically outlined in paragraphs 5(b) through 5(n). Under no circumstances is, or shall, the University be responsible or legally liable for the existence, availability, continuation, alteration, compensation, or termination of any collateral opportunities or other benefits.
8. **Termination by University With Cause.** University shall have the right to terminate this Agreement for just cause prior to its normal expiration. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:
- a. Violation by Employee of any of the material provisions of this Agreement not corrected by Employee within ten (10) days following receipt of written notification of such violation from the University;
 - b. Refusal or unwillingness by Employee to perform his duties hereunder in good faith or to the best of Employee's abilities;
 - c. Any serious act of misconduct by Employee, including but not limited to, an act of dishonesty, theft or misappropriation of University property, moral turpitude, insubordination, or act injuring, abusing, or endangering others;
 - d. A finding by the NCAA of significant or repetitive violation(s) of any law, rule, regulation, constitutional provision, bylaw or interpretation of the NCAA by Employee, including any violation which may have occurred during prior employment of the Employee at another NCAA member institution;

- e. A finding by the NCAA of significant or repetitive violation(s) of any law, rule, regulation, constitutional provision, bylaw or interpretation of the NCAA by a member of the football coaching staff or any other person under the Employee's supervision and direction, including student-athletes in the football program; and
- f. Any other significant or repetitive conduct of Employee which is prejudicial to the best interests of the University or its athletic program as determined, reasonably and in good faith, by the Director or President of the University.

"Just cause" sufficient to satisfy the provisions of this paragraph shall be determined by the Director, or as needed, the University President. Upon such determination, the Director shall have the authority to order the paid suspension of Employee from his duties. Notice of the determination of just cause will be given to Employee in writing. Said notice will include a statement of the basis for the determination. Within seven (7) days of receipt of the notice, Employee will be afforded the right to a pre-termination meeting with the Director. At this meeting, Employee shall have the opportunity to respond to the notice, and to present his position. Employee shall have the right to have an attorney present at this meeting. Following such meeting, the Director shall issue a decision, which shall be final. Employee and the University agree that there will be no further administrative process in connection with the termination of this Agreement. If Employee challenges a termination for cause it shall be pursuant to the rules of the American Arbitration Association and the parties agree that the decision of the arbitrator shall be final. The Parties will mutually agree upon and select an arbitrator. The intent of this clause is to clearly articulate and agree upon Employee's administrative and due process rights and litigation rights in regard to a termination for cause.

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

Employee understands and agrees that in the event a termination under this paragraph is later determined to be unfounded, such termination shall automatically convert to a termination without cause and the liquidated damages set forth in paragraph 11 shall apply.

9. **Camps.** The Parties acknowledge that during the first Contract Year Employee will oversee University of Washington Football Camp and/or Clinic(s). All revenue from the camp(s)/clinic(s) shall be received by the University. The University shall deduct all expenses plus 9% for institutional overhead from the camp gross revenue. The remaining

net revenue shall be distributed to the University of Washington Employees who, in accordance with their employment contracts, perform work at the camps/clinics. Compensation shall be distributed based on a formula established by Employee and Director. After the first Contract Year the Parties agree to review the performance of the camps/clinics and decide whether they should be operated externally.

10. **Termination for Disability.** In the event of inability of Employee to continue to perform the obligations described in this Agreement by reason of death, illness, or some other occurrence beyond the control of either Party, and such inability to perform has continued for 90 nonconsecutive days in each contract year, this Agreement shall automatically terminate and all future obligations between the Parties shall cease unless otherwise required by law, provided that University shall pay to Employee all compensation earned on a pro-rata basis to the date of termination.
11. **Termination by University Without Cause.** This Contract may be terminated by the President of the University or his designee at any time without cause upon written notice to Employee. In such event, University will pay Employee liquidated damages, in lieu of any and all other legal remedies or equitable relief. The amount of liquidated damages under this paragraph shall be equal to sixty percent (60%) of the remaining guaranteed compensation that would have been earned by Employee under paragraphs 5(a) through 5(e) of this Agreement. The above sums will not be reduced in the event of Employee's subsequent employment during the period covered by this Agreement. Payment shall be made over a period of not to exceed twenty-four (24) months after the effective date of the termination. If the University exercises its right under this paragraph, to terminate this Agreement without cause, Employee shall be entitled to damages only as provided for in this paragraph. In the event a termination for cause is not upheld, it shall automatically convert to a termination without cause. In such a case, termination by the University without cause shall be effective upon the date the University gives notice to Employee, in writing, that the Agreement is being terminated for cause.

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

Employee further understands and agrees that the liquidated damages provided for herein adequately compensate Employee for all property and other rights and interests he may have in this Agreement; and further agrees that he is not entitled to any hearing of any kind prior to being removed without cause from his position under this paragraph or to

any post-removal hearing to determine whether Employee was removed under this paragraph in a manner consistent with the provisions of this Agreement. The liquidated damages provided for herein shall also be in lieu of any review under the complaint resolution provisions of the Personnel Program.

12. **Breach by Employee.** In the event Employee breaches this Agreement by leaving employment prior to the End Date of the Agreement, University shall not be liable for any payments or benefits after the date of breach except that University shall pay to Employee all compensation earned prior to the date of breach. In addition, if Employee leaves to coach at any level at another NCAA institution, or to coach at any level of professional football, Employee shall pay, or a third party shall pay on behalf of Employee, to University, in lieu of all other legal remedies, liquidated damages in the following sums:
- a. If Employee leaves during the first (1st) Contract Year, Employee shall pay the University \$3,000,000.00;
 - b. If Employee leaves during the second (2nd) Contract Year, Employee shall pay the University \$2,500,000.00;
 - c. If Employee leaves during the third (3rd) Contract Year, Employee shall pay the University \$2,500,000.00;
 - d. If Employee leaves during the fourth (4th) Contract Year, Employee shall pay the University \$1,500,000.00; or
 - e. If Employee leaves during the fifth (5th) Contract Year, he will pay the University \$1,500,000.00.

The Parties acknowledge that the University will incur administrative, recruiting and resettlement costs and loss of ticket revenues, which damages are difficult to determine with certainty. Accordingly, the Parties agree to the liquidated damages herein provided, not to be intended as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising from a breach of Agreement by Employee.

13. **NCAA Violations.** It is specifically agreed that if Employee is found to be in violation of NCAA rules and regulations while employed at the University or during prior employment at another NCAA member institution, Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures, including suspension without pay or termination of employment for a finding by the NCAA of significant or repetitive Violation(s).
14. **University Approval Prior to Discussion Regarding Other Coaching Positions.** The Parties agree that, should another coaching opportunity be presented to Employee, or

should Employee be interested in another coaching position during the term of this Agreement, Employee must notify the Director in writing of such opportunity or interest and written permission must be given to Employee by the Director before any discussions can be held by the Employee or his representative with the anticipated coaching position principals, which permission shall not be unreasonably withheld.

15. **Entire Agreement.** It is mutually understood that this Agreement contains all of the employment terms and conditions to which the Parties have agreed. No other understandings or representations, either oral or written, regarding this Agreement shall be deemed to exist or to bind the Parties. Any modifications or amendment to this Agreement shall be made in writing and signed by each Party.
16. **Venue and Applicable Law.** This Agreement is made and entered into in the state of Washington and the laws of Washington shall govern its validity and interpretation. Venue for any action under this Agreement shall be in Superior Court for King County.
17. **Severability.** If any provision of this Agreement shall be held unenforceable or invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect to the maximum extent practicable without the invalid provision and, to this end, the provisions are declared to be severable.
18. **Review by Attorney.** Employee acknowledges that he has had an opportunity to have this Agreement reviewed by his attorney.
19. **Notice.** Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided if (a) mailed, when deposited, postage prepaid, in the United States Mail, (b) sent by overnight courier, one (1) business day after delivery to such courier, and (c) sent by confirmed facsimile. Any notice of 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 the University:

University of Washington
Attention: _____

Facsimile: ___ - ___ - ____

With a copy to:

Attention: _____

Facsimile: ___ - ___ - ____

If to Employee:

Steve Sarkisian

Facsimile: ____-____-____

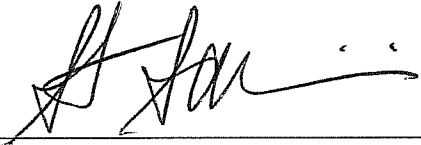
With a copy to:

Premier Stinson Sports
Attention: Gary Uberstine
1401 Ocean Avenue, Suite 302
Santa Monica, CA 90401
Facsimile: (310) 584-9473

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

EMPLOYEE

UNIVERSITY OF WASHINGTON



Steve Sarkisian
Head Football Coach

Scott Woodward
Director of Intercollegiate Athletics

Date: 2/4/09

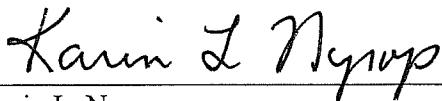
Date: 2.4.09



Mark A. Emmert
President

Date: 2.5.09

Approved as to Form:



Karin L. Nyrop
Assistant Attorney General

Date: 2-4-09