

EXHIBIT C: TERMS, RULES AND REGULATIONS

SUNY Binghamton reserves the right to change those Rules and Regulations and to promulgate additional terms, rules and regulations for usage of the Box as and when it deems such action necessary or desirable. Any additional terms, rules and regulations promulgated by SUNY Binghamton shall become binding upon the Suiteholder, immediately upon the Authorized Representative's receipt of notice of them from SUNY Binghamton. It shall be the responsibility of the Authorized Representative to provide notice of any additional terms, rules and regulations to the Suiteholder.

1. **RIGHT TO PURCHASE TICKETS.** In consideration for the Contribution set forth above, which is made to SUNY Binghamton by the Suiteholder to be used for the purpose of supporting SUNY Binghamton's athletics programs, receipt of which is acknowledged for that purpose, SUNY Binghamton grants to Suiteholder the right to purchase regular season **basketball** tickets for seating in SUNY Binghamton's arena known as the "Events Center" for the term described above for events. For non-regular season **basketball** games, Suiteholder shall have the right to purchase tickets in accordance with any policy established by the direct sponsor of the event. All tickets for such events where SUNY is not the direct sponsor must be purchased in advance of the event. Ticket policy may vary for each non-regular season basketball event dependent on the nature of the event and ticket quantities made available by the direct sponsoring organization. If Suiteholder purchases tickets for Box use for a non-SUNY Binghamton basketball event, a minimum of (6) six tickets shall be purchased.

2. **AUTHORIZED REPRESENTATIVE; AUTHORITY TO ACT ON BEHALF OF SUITEHOLDER** The Authorized Representative shall be limited to one person or company, and the person designated above shall have the sole authority to act on behalf of Suiteholder with respect to Suiteholder's rights and benefits under this Agreement. SUNY Binghamton may act on any notarized written instructions from such person pertaining to this Agreement, and upon any notarized written notice from Suiteholder changing the person having authority to act on behalf of Suiteholder, which it believes to be genuine. Only the person having authority to act on behalf of Suiteholder will be allowed to order and receive tickets under this Agreement. In the event that the Authorized Representative fails to respond to notarized written inquiries and requests from SUNY Binghamton regarding this Agreement, this Agreement and the right to use the tickets purchased may be canceled, Contribution set forth above and or this Agreement may not be renewed.

3. **COMPLIANCE WITH ALL RULES AND REGULATIONS.** Suiteholder shall comply with and abide by, and shall cause all persons in the Box at any time and all persons utilizing tickets obtained by Suiteholder pursuant to this Agreement to comply with and abide by, all rules and regulations promulgated by SUNY Binghamton with regard to the Events Center and the use of the Events Center boxes.

4. **NCAA RULES.** This Agreement and the right to use the tickets purchased may be canceled with a pro rata refund of the Contribution set forth above and the ticket price, or may not be renewed, if SUNY Binghamton determines that any person using the tickets was involved in a violation of NCAA rules. The provisions of this Section 5 shall not in any way limit any other rights SUNY Binghamton may have including, no cause termination under this Agreement.

5. **TERMINATION.** The Suiteholder shall be fully responsible for the conduct, acts, and omissions of all persons in the Box at any time including, but not limited to their compliance with these Rules and Regulations. In the Event that the Suiteholder or any person in the Box violates the Contribution Agreement or any of these Rules and Regulations, SUNY Binghamton may, in its sole reasonable discretion, and in addition to any other remedy available, terminate the Contribution Agreement and all rights of the Suiteholder, including, but not limited to, any right to purchase tickets for or to use the Box pursuant to the Contribution Agreement, and all rights to television service in the Box and to purchase or use parking passes for events in the Events Center.

Upon termination, SUNY Binghamton may change the lock on the Box, remove any property found in the Box, and notify the Authorized Representative of the time when the property will be made available for pick-up. If the property is not picked up at the specified time and place, SUNY Binghamton may retain the property itself or dispose of it without further notice or any liability to the Suiteholder. No failure by SUNY Binghamton to exercise or enforce any right under or provision of the Contribution Agreement or these Rules and Regulations, whether in this paragraph or elsewhere, shall waive or modify such right or provision, and any waiver must be in writing and signed by the party against whom the waiver is to be enforced. All rights and provisions of the Contribution Agreement and these Rules and Regulations are cumulative, and SUNY Binghamton may exercise any or all such rights and provisions as well as any other remedy otherwise available to it.

6. **NOTICES.** Except as otherwise provided in these Rules and Regulations, all notices to be given shall be in writing and shall be deemed to have been given if delivered personally or if mailed first class, postage paid, certified or registered mail, return receipt requested. Notice mailed to the Authorized Representative shall be sent to the address set forth at the beginning of the Contribution Agreement. It shall be the responsibility of the Authorized Representative to provide notice to the Suiteholder. Notice mailed to SUNY Binghamton shall be sent to the following address: SUNY Binghamton Athletic Department, PO Box 6000, Binghamton, NY 13902

7. **ASSIGNMENT.** No assignment of any of the Suiteholder's rights under the Contribution Agreement may be made, in whole or in part, by the Suiteholder or its Authorized Representative acting on its behalf. For purposes of these Rules and Regulations, "Assignment" shall include the following, whether occurring voluntarily or involuntarily; any transfer of rights from the Suiteholder to any other person or entity; any change in majority ownership of any corporation or other entity that is the Suiteholder; any cessation of existence or business (other than the death of a Suiteholder who is an individual); any other transfer or change that, directly or indirectly, results in the Suiteholder being a different person or entity or under different control from the Suiteholder with whom SUNY Binghamton entered into the Contribution Agreement. Any assignment shall be a violation of these Rules and Regulations, and in such event the Contribution Agreement and all rights of the Suiteholder shall automatically be terminated upon the terms set forth in this agreement. Neither the Contribution Agreement nor any rights under it may be transferred by inheritance, intestacy, or other similar transfer. The Contribution Agreement and the Suiteholder's rights shall terminate at the end of any term during which the Suiteholder has died if the Suiteholder shall have previously renewed the Agreement. In the event of such a termination due to the death of the Suiteholder, SUNY Binghamton shall, upon request of the Suiteholder's personal or other representative, refund any amounts paid by the Suiteholder which respect to a renewal of the Contribution Agreement for another term including any contribution paid and any amounts paid for tickets, parking passes, and television service.

8. **REVOCABLE PERMIT.** The Suiteholder's rights under the Contribution an Agreement and pursuant to these Rules and Regulations constitute only a revocable permit for use of the Box and seating in the Events Center and do not involve the grant of any interest in real estate.

9. **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of New York State. Any litigation or proceeding with respect to them shall be commenced in New York State and venue in a court of appropriate jurisdiction in Broome County.

RULES AND REGULATIONS FOR USE OF EVENTS CENTER BOX

These Rules and Regulations set forth the terms and conditions governing the use of the box seating in the Events Center of Binghamton SUNY Binghamton.

10. **ACCESS TO BOX.** Only a Suiteholder who/that has contributed to SUNY Binghamton pursuant to a valid and effective "Binghamton University Contribution Agreement" granting the Suiteholder the right to purchase tickets for box seating in the Event Center shall be entitled to use an Events Center Box (the "Box"). The Suiteholder may have access to the Box only during events in the Events Center for which he/she/it has purchased tickets. Access shall be limited to the Suiteholder, his/her/its invited guests. The Suiteholder, however, shall be a regular and active user of the Box and shall regularly be present in the Box during events for which he/she/it has purchased tickets. Whether or not present in the Box, the Suiteholder shall be responsible for all acts, omissions, and conduct of persons using the Box.

11. **MAXIMUM BOX TICKETS; USE OF TICKETS.** (a) Maximum. No more tickets shall be provided for use in the Box during any event than there shall be seats in the Box installed by or through SUNY Binghamton, and the Suiteholder shall not permit more than those persons having tickets for seating in the Box to be present in the Box during an event. Notwithstanding the preceding sentence, the Suiteholder may, to the extent not in violation of any fire or other applicable ordinance, code, or regulation, invite guests into the Box for brief social events prior to or after the event or during any halftime or intermission. The Suiteholder is responsible for any violations. (b) Use. All tickets sold and parking passes provided to the Suiteholder and governed by any provision of the Contribution Agreement or these Rules and Regulations, whether for events in the Events Center or elsewhere, are sold and/or provided on the condition that they will be used by the Suiteholder, the Suiteholder's invited guests. The Suiteholder shall not purchase any such tickets for subsequent resale to third parties or sell them, or permit others to sell them to third parties, directly or indirectly, under any circumstances to third parties or sell them, or permit others to sell them to third parties, directly or indirectly, under any circumstances. Should the Suiteholder violate this condition, the Suiteholder's right to purchase tickets may be revoked in SUNY Binghamton's sole discretion.

12. **ADDITIONAL BOX SEATS AND RENOVATIONS.** All arrangements for the installation or removal of seats, or for any other changes or renovations to the Box interior desired by the Suiteholder and permitted by SUNY Binghamton must be made in writing to the Events Center management, which will select the contractor and schedule the work. SUNY Binghamton has the sole discretion to approve/disapprove any requested box renovations. All work shall be done at the Suiteholder's sole cost and expense. The Suiteholder shall be billed for the work and must pay the bill within 14 days of the date of issuance of the bill. All such changes or renovations made to the Box interior, including, but not limited to, additional seats, shall be owned by SUNY Binghamton and be part of the Events Center.

13. **PARKING.** (a) The Suiteholder shall, upon the purchase of sixteen (16) combo **basketball** season tickets for use in the Box, be provided, up to 4 parking passes for preferred locations close to the Events Center selected by SUNY Binghamton in its sole discretion. The Suiteholder may also purchase an additional 2 parking passes in similar locations on a space available, first-come- first served basis. Under no circumstances will the Suiteholder be permitted to acquire more than 6 parking passes in preferred locations. (b) Parking Pass Availability for Other Events. Parking passes may be made available for purchase for other events held at the Events Center where SUNY Binghamton is the direct sponsor upon such arrangements, terms and conditions as SUNY Binghamton may determine from time to time. Parking passes for events where SUNY Binghamton is not the direct sponsor, such as the America East **Basketball** Tournament, the NCAA **Basketball** Tournament, postseason events, and other special events, shall be made available for purchase in accordance with the following: (i) Parking passes will be made available in accordance with whatever policy is established by the direct sponsor of the event. (ii) If the direct sponsor has no established policy, parking passes will be made available for purchase by the Suiteholder in

accordance with SUNY Binghamton's arrangements, terms and conditions promulgated from time to time regarding parking passes for contributors to SUNY Binghamton, or if no procedure has been promulgated, upon such arrangements, terms and conditions as SUNY Binghamton may determine from time to time. Parking pass policy may vary for each event dependent on the nature of the event and parking pass quantities made available by the direct sponsoring organization. (iii) The direct sponsor and SUNY Binghamton will determine and publicize the maximum parking pass quotas, dates and times for each event, and the deadline dates for purchasing. No parking passes will be held beyond the announced deadlines. (iv) Only the person having authority to act on behalf of the Suiteholder will be allowed to order and receive parking passes.

14. **CATERING.** All food or beverages served or consumed in the Box shall be ordered through SUNY Binghamton's catering service subcontractor known as Sodexo. No other food or beverages may be brought in the Events Center or the Box. The Suiteholder may request a specific brand of food or beverage from a specific outside vendor, but all such orders shall be placed through and shall be billed to the Suiteholder by Sodexo. The Suiteholder must pay all bills within 14 days of the issuance of the bill.

15. **CLOSED CIRCUIT TELEVISION.** At the Suiteholder's request, SUNY Binghamton will make available to the Box closed circuit television for events televised in the Events Center, as well as local cable television service.

16. **DISTRIBUTION OF TICKETS OTHER ITEMS ORSERVICES.** Tickets, parking passes, and any other items or services available for purchase shall be provided or distributed by SUNY Binghamton to the Suiteholder only upon the request of and through the Authorized Representative on the Suiteholder's behalf. SUNY Binghamton shall have fulfilled all of its obligations, and shall not be responsible for any further distribution of such items, if it makes the items available to the Suiteholder in that manner.

17. **ALCOHOL.** Alcohol is permitted for consumption in the Box. The Suiteholder shall bear the full responsibility for any alcohol served, consumed, or otherwise located in the Box at all times. This shall also include, but not be limited to, any use (whether with or without permission of the Suiteholder) of any alcohol left in the Box even if such results from theft or vandalism, all risk of such use being borne by the Suiteholder.

18. **NO SMOKING POLICY.** Smoking is not permitted in the Box at any time. Smoking in the other areas of the Events Center shall be pursuant to policies regarding smoking in the Events Center as may be established by SUNY Binghamton from time to time.

19. **APPLIANCES.** The box is equipped with a picnic-type cooler. If through no fault of the Suiteholder or invited guests, the picnic-type cooler ceases to function or is removed from the box, SUNY Binghamton will replace it. The Box may also be equipped with a coffee maker. If the box is not so equipped, or if the coffee maker provided with the box should cease to function or is removed from the box, a coffee maker to be used in the box may be purchased by the Suiteholder at the Suiteholder's expense, subject to the Suiteholder obtaining the prior approval of Events Center as to the type and size of coffee maker to be acquired for the box. No other electrical appliances shall be permitted in the Box unless approved by Events Center Management.

20. **THEFT AND VANDALISM.** SUNY Binghamton shall not be responsible for items brought into the Box by the Suiteholder or others using the Box. The Suiteholder accepts full responsibility for losses suffered as a result of theft or vandalism in the Box including, but not limited to, any property of the Suiteholder or others using the box.

21. **EVENTS CENTER CONFIGURATION.** SUNY Binghamton reserves the right to modify or rearrange the configuration of the Events Center in any manner it determines to be appropriate or desirable.