

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND BRAD DAVIS

Position: Assistant Football Coach at LSU

Reporting: Coach shall report directly to Ed Orgeron, Head Football Coach

Term: Effective no later than July 1, 2021 and ending March 31, 2024.

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
 - No later than July 1, 2021 through March 31, 2022: \$410,000
 - April 1, 2022 through March 31, 2023: \$430,000
 - April 1, 2023 through March 31, 2024: \$450,000

Incentives:

- Post-Season (Amounts are cumulative and the maximum amount is \$75,000):
 - SEC West Representative in SEC Championship Game \$ 10,000 OR
 - SEC Champion \$ 15,000AND the highest goal attained of any one of the following:
 - Non-College Football Playoff (CFP) Bowl Participant \$ 10,000 OR
 - CFP Bowl Participant (excl. semi-finals & championship) \$ 25,000 OR
 - CFP Semi-Final Game Participant \$ 35,000 OR
 - CFP National Championship Game Participant \$ 45,000 OR
 - CFP Champion \$ 60,000
- Other Special Incentives (paid by LSU):
 - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month.
 - Relocation incentive of \$25,000 to be used for relocation expenses. To receive these funds, Coach must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the beginning of employment. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
 - If necessary, up to 60 days temporary housing at a location selected by the Athletic Department.
 - LSU shall either directly pay or reimburse Coach for any amounts payable as the result of the voluntary termination of Coach's current employment agreement. In addition, LSU shall also pay Coach additional one-time supplemental compensation equal to 35 percent of any amounts paid under this provision. All amounts paid to Coach or a third party on behalf of Coach under this provision are taxable compensation.

Termination without Cause by University: If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary and Supplemental Compensation for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:

- Fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement as of the termination date if Coach accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or
- Twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement as of the termination date if Coach accepts employment to accept a non-head coach position other than as described above or for any other reason;
- Except, however, no liquidated damages are due if Coach accepts any play-calling offensive coordinator position, collegiate head coaching position, any position in the National Football League or if Coach terminates after regular season (including conference championship game if applicable) of the final season covered in the Term.

Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

ACCEPTED AND AGREED:



Scott Woodward
On behalf of Louisiana State University

6.7.21

Date



Brad Davis

6-3-21

Date