

AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This AGREEMENT is made and entered into effective the 1st day of September, 2022 (herein "Effective Date") through the completion of the performance of the obligations set forth herein, by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ON BEHALF OF LSU ATHLETICS, (herein "LSU" or "University") a public constitutional corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, herein appearing through and represented by Kimberly Lewis, its Finance & Administrative Executive Vice President & Chief Administrative Officer.

and

WILSON SPORTING GOODS CO. (herein "Wilson"), a Corporation, with a mailing address at 130 E Randolph Street, STE 600, Chicago, IL 60601 herein appearing through and represented by Jennie Ritter, it's Fastpitch Business Manager.

who appeared and agreed that:

WITNESSETH

WHEREAS, LSU fields and maintains a varsity softball team and owns all right, title and interest in and to the names, trademarks, service marks, logo graphics and/or symbols, and any other recognized references to LSU; and

WHEREAS, the University will make the services of its current head varsity softball coach (hereinafter "Coach") available to Wilson; and

WHEREAS, Wilson is in the business of manufacturing and selling Louisville Slugger and Wilson brand softball equipment including softball gloves, batting gloves, bats, equipment bags; and

WHEREAS, Wilson is desirous of having the Coach and all members of the varsity softball Team use Louisville Slugger and Wilson Softball Equipment;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

As used herein, the terms set forth below shall be defined as follows:

- A. "Contract Year" shall mean the period between September 1 through August 31 during the Term of this Agreement.
- B. "Products" shall mean Louisville Slugger bats, Wilson gloves, Wilson softballs, Louisville Slugger/Wilson equipment and travel bags, Wilson/Louisville Slugger batting gloves, Wilson/Evoshield catcher's gear, Wilson/Evoshield batting helmets, Evoshield protective equipment, ATEC training equipment.
- C. "Team" shall mean any of all members of the varsity softball team of LSU during the Term, including without limitation players and coaches.
- D. "Term" shall mean that period commencing September 1, 2022 and concluding August 31, 2023.

2. EXCLUSIVITY

LSU agrees that during the Term, Coach shall use exclusively and shall require coaching staff and members of the Team to use exclusively the Products whenever the Team competes, plays, practices, or participates in connection with, as part of, or in preparation for any event, game, or public appearance to the extent permitted by the Southeastern Conference and the NCAA.

3. MERCHANDISE

For the right and benefits granted to Wilson pursuant to this Agreement, Wilson shall provide to LSU the following Products under the terms and conditions as outlined below:

A. Compensation

- 1. Wilson agrees to pay LSU:
\$25,000 per Contract Year to LSU (2 payments of \$12,500 to be made on September 1 & April 15 of each Contract Year);
- 2. Wilson agrees to make supplemental payments to LSU based on attaining the goals shown below:
 - \$2,500 NCAA Regional Participant
 - \$5,000 NCAA Super Regional Participant
 - \$7,500 NCAA Women's College World Series Finalist*
 - \$20,000 NCAA Women's College World Series Champions*
 - * These awards shall be non-cumulative

B. Wilson Product Commitment

1. Wilson shall provide the following product at no expense to LSU:

- a. Thirty (30) Custom performance fastpitch bats;**
- b. Eighty (80) Custom batting gloves;**
- c. Thirty (30) Custom A2000 Fielding Gloves;**
- d. Thirty (30) Custom equipment backpacks;**
- e. Thirty (30) Custom wheeled Equipment bags;**
- f. Ten (10) Custom Large Equipment/Travel bags;**
- g. Fifty (50) Custom batting helmets**
- h. Four (4) Custom sets of catcher's gear;**
- i. Four (4) Sets of catcher's gear (non-custom)**
- j. Five (5) Dozen Wilson Softballs**
- k. \$5,000 ATEC Credit (at catalog price)**
- l. Ten (10) Glove Kits**
- m. Ten (10) Custom training gloves**
- n. \$500 Evoshield product credit (at catalog price)**

The Products listed above are valued at approximately \$50,360 (at catalog cost) per Contract Year. The Products provided to LSU by Wilson in accordance with the terms herein shall not be resold.

C. Other Supplemental Provisions to the Agreement:

1. Upon request by Wilson and during the Term of this Agreement, LSU shall make available and grant Wilson the right to use LSU's NCAA compliant images of the Team using the Products for use in any and all Wilson advertising and publicity materials in any and all media now known or hereafter developed during the Term of the Agreement. Advertising and publicity materials must be approved by LSU prior to actual use.

2. LSU shall grant Wilson the title sponsor of one (1) event held by LSU and mutually agreed upon by the parties per Contract Year. Such events include, but are not limited to clinics, non-LSU tournaments, camps or other mutually agreed upon events.

3. LSU agrees to arrange a mutually acceptable time for a Wilson Sales Representative to conduct a "Glove Day".

4. LSU grants Wilson the right to use LSU's Official Game softball field at least once per Contract Year for mutually agreeable uses, including, but not limited to photo shoots, softball-related product tests, or sales presentations. Use of LSU's field by Wilson will be for a mutually agreeable length of time, but not less than four (4) hours, on a mutually agreeable date.

5. Wilson, Louisville Slugger and Evoshield will be allowed access to LSU coaches when possible to work together on product research and development in accordance with conference rules and regulations.

6. LSU will prominently display Wilson, Louisville Slugger, Evoshield and ATEC signage or banners onsite at all LSU's softball functions where permitted.

7. Subject to applicable University policy and travel procedures, Head Softball Coach agrees to be a Wilson/Louisville Slugger/Evosshield Advisory Staff member and assist product development.

8. During each Contract Year, LSU will provide Wilson with a half-page ad in LSU's Softball game day program.

9. If in any Contract Year University requires any additional Products for use by the Softball Program in quantities greater than those provided hereunder, then University may do so through its normal bidding process, in order to solicit bids, to the extent permitted by the Louisiana Procurement Code, from Wilson dealers. To the extent permitted by the LSU's Purchasing policies and procedures, University warrants it will not entertain bids for such subsequent orders from non-Wilson dealers. Wilson's sale of Products to University shall be at Wilson's published wholesale cost and subject to availability.

D. Additional Purchased Product

1. LSU and Wilson agree that the Products provided to LSU pursuant to subparagraph B-1 above shall be at no cost to LSU. Any Products ordered during any Contract Year in excess of the amounts stated above shall be sold to LSU at Wilson's wholesale prices and all such purchases shall be in accordance with LSU's purchasing policies and procedures and all applicable State of Louisiana purchasing policies and procedures.

E. Product Delivery Address

1. Products will be shipped to the following address: LSU Softball, North Stadium Drive, Baton Rouge, LA 70803.

4. PROMOTIONAL OPPORTUNITIES/PRIVILEGES

A. During each Contract Year, Coach shall make a minimum of one (1) promotional appearance on behalf of Wilson. Consistent with her softball coaching schedule, Coach shall use her best efforts to make such promotional appearances before such audiences on such dates and in such locations in accordance with the appearance schedule requested by Wilson; provided, however, that Wilson agrees to reimburse the University for all necessary and reasonable expenses incurred by LSU on behalf of the Coach, in connection with such promotional appearances.

B. Consistent with the demands of her softball coaching schedule, Coach agrees during the Term to assist Wilson with product development and consultation with respect to the construction, design, playing features, and other characteristics of Wilson's softball equipment as may now or in the future be developed by Wilson in accordance with conference rules and regulations.

C. LSU shall supply four (4) tickets to each of the Team's regular season games to Wilson. If requested in advance by Wilson, LSU shall make appropriate parking arrangements for Wilson for the Team's regular season games. If available, LSU shall provide four (4) tickets to Wilson for any Regional Tournament and Super Regional Tournament Games in which the Team participates. If available, LSU shall provide a minimum of four (4) tickets to Wilson to any Women's College World Series Games in which the Team participates.

5. NAME, MARKS AND LOGO OF LSU

A. During the Term hereof, Wilson and its parent company shall have the right to use for advertising and publicity purposes the fact that Team exclusively uses the Products. Such advertising and publicity uses may include, corporate publications and reports issued by Wilson, print advertisements (including posters), caps, packaging, promotional copy, sales aids, "hang tags", head cards, catalogs (which may be utilized and distributed by Wilson in its normal course of business following the expiration of the Term) and/or similar materials which reference or depict Team's exclusive use of the Products and may include LSU's logos. Notwithstanding the foregoing, Wilson shall, under no circumstances whatsoever, make any use of LSU's name, marks or logo without the prior written consent and approval of LSU, and such permission shall not be unreasonably withheld.

B. Wilson represents and warrants that it is the owner or otherwise has the legal right to use the names "Wilson" and "Louisville Slugger," the words "Wilson" and "Louisville Slugger" and various other trademarks owned or controlled by Wilson or its affiliates (collectively, the "Wilson Marks"). No license or permission to use the Wilson Marks is granted except as provided under this Agreement. LSU agrees that any goods provided by Wilson under this Agreement will be used in accordance with the Terms of this Agreement and shall not be sold, delivered, or conveyed to any unaffiliated third party, except with the written consent of Wilson.

6. INDEMNIFICATION

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from willful act, fault, omission or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this Agreement provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

7. DEFAULT

A. LSU may declare Wilson in default of this Agreement upon the failure of Wilson to observe or perform any covenant, condition or agreement upon its part to be observed under this Agreement for a period of fifteen (15) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied. If the default be continuing and Wilson has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by laws provided, LSU shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of LSU under this Agreement.

B. Wilson may declare LSU in default of this Agreement upon the failure of LSU to observe or perform any covenant, condition or agreement upon its part to be observed under this Agreement for a period of fifteen (15) days after receipt of written notice from Wilson specifying such failure and requesting that it be remedied. If the default be continuing and LSU has not taken action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Wilson shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Wilson under this Agreement.

8. TERMINATION

A. In the event that the Team is placed on probation or given a more senior penalty by the NCAA or any conference with which LSU is affiliated during the Term, then Wilson shall have the right to terminate this Agreement upon written notice to LSU.

B. In the event that Coach's conduct (whether on or off the softball field) shall be deemed by Wilson to be immoral, criminal, offensive or otherwise of such nature as to bring disrespect to Wilson as a result of its association with Coach pursuant to this Agreement, Wilson shall have the right to terminate this Agreement upon written notice to LSU.

C. In the event that Coach is no longer employed as the head varsity softball coach at LSU, LSU and Wilson shall each have the right to terminate this Agreement upon written notice to the other party.

9. EXCUSED PERFORMANCE.

In the event that the performance of any terms or provisions of this Agreement (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, storms, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered (collectively a "Force Majeure") with and which, by the exercise of reasonable diligence, said party is unable to prevent, either party may suspend performance of the interfered with obligations (other than the payment of moneys) during the period such interference continues, and extend any due date or deadline for performance by the period of such delay. If a Force Majeure continues for more than 90 days, either party may terminate this Agreement in its entirety after the payment of all moneys due as of the date of termination.

10. NOTICES

All notices required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be effective upon the date when such notice is hand-delivered to the party who is the intended recipient thereof or, if mailed, three (3) days after such notice shall have been deposited, first class mail, postage prepaid, certified, return receipts requested, in the United States mail and addressed as follows:

If to LSU:

Assistant Vice President Procurement & Property Management
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803

Athletic Director
Louisiana State University
Athletic Administration Building, 6th Floor
Baton Rouge, LA 70803

If to Wilson:

Wilson Sporting Goods Co.
Attn: Team Sports
130 E Randolph Street, STE 600
Chicago, IL 60601

With Copy to:

Wilson Sporting Goods Co.
Attn: General Counsel
130 E Randolph Street, STE 600
Chicago, IL 60601

11. ASSIGNMENT

Wilson shall not assign or permit an assignment by operation of law of this Agreement or any interest hereunder without the prior written consent of LSU, which consent will not be unreasonably withheld or delayed. If such assignment is requested by Wilson and LSU provides its written consent to such assignment, all terms and conditions of this Agreement shall be binding and inure to the any assign of Wilson.

12. REPRESENTATIONS OF AUTHORITY.

By the execution of this Agreement, LSU and Wilson each represents to the other that it is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and in which it presently conducts business; and that the person signing this Agreement on its behalf has due authorization to do so.

13. NONDISCRIMINATION, EMPLOYMENT AND WAGES.

Wilson agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

14. CONFIDENTIALITY

To the extent permitted by Louisiana law, the parties agree that they will maintain this Agreement and its terms in confidence except (i) as necessary to perform the parties' obligation under this Agreement, and (ii) as permitted with the written permission of the other party.

15. NO PARTNERSHIP, ETC.

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between LSU, Coach and Wilson.

16. HEADINGS

Paragraph headings contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall be declared an original.

18. GOVERNING LAW AND VENUE

This Agreement is a Louisiana contract to be interpreted and enforced under and in accordance with the laws of the State of Louisiana. Venue for any action arising with respect to this Agreement shall be the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

19. RIGHT TO AUDIT

The State Legislative auditor, federal auditors, and internal auditors of the State, or others so designated by the State, shall have the right to audit all accounts directly pertaining to the Agreement for a period of five (5) years after the Agreement expiration or as required by applicable State or Federal Law. Records shall be made available during normal working hours for this purpose.

20. ENTIRE AGREEMENT

This Agreement contains the complete agreement of the parties with reference to the matters addressed herein and may not be amended except by written agreement of the parties hereto. No waiver of any covenant herein shall be construed as a waiver of the covenant itself or of any subsequent breach thereof. The covenants, agreements, stipulations and conditions contained in this Agreement shall bind and insure to the benefit of Wilson and LSU and their respective legal representatives, heirs, successors, and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their signatures, in the presence of the undersigned competent witnesses, to be effective as of the date set forth above.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE
UNIVERSITY AND
AGRICULTURAL AND
MECHANICAL COLLEGE**

BY:

Signature: 

Name: ~~Michelle Montera~~ Kimberly J. Lewis
Title: ~~Assistant Vice President, Procurement & Property Management~~ CAO

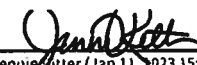
Date: 4/26/23

WILSON SPORTING GOODS CO.

BY:

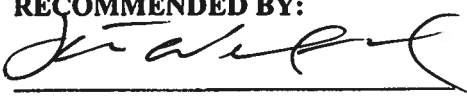
Signature: 

Name: Jennette Rauch
Title: Global Marketing Director

Signature: 

Name: Jennie Ritter
Title: Fastpitch Business Manager

RECOMMENDED BY:



Scott Woodward
Director of Athletics
Louisiana State University



Elizabeth Torina
Head Softball Coach
Louisiana State University