



1. Date: 02/23-25/18 Date:  
Site: Baton Rouge, LA Site:  
Time: 7:00 pm, 6:30 pm, 1:00 pm Time:
2. LSU agrees to pay Opponent the sum of \$ -0- for participating in such a contest.
3. Failure of either institution to honor this signed agreement (except by mutual consent) shall result in a forfeiture fee of \$ -0- to be paid by the forfeiting institution.
4. The contest(s) shall be governed in all respects, including the eligibility of the participant and the number of participants, by rules and regulations of the National Collegiate Athletic Association (NCAA), and the Southeastern Conference (SEC), or any conference or association to which either or both parties belong.
5. Officials shall be assigned by the home team.
6. Opponent will receive a maximum of 100 complimentary tickets.
7. Radio, Television and Other Broadcasting Rights:
  - (a) Radio Rights. The home team for the Game owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of the Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for the Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.
  - (b) Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the Southeastern Conference exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of the Game and any and all portions of the Game (whether live or delayed and including re-airings and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the Southeastern Conference in perpetuity. Notwithstanding the foregoing, the home team hereby grants the visiting team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the visiting team, professional sports leagues and other colleges and universities for coaching and scouting purposes.
  - (c) Other Rights. The visiting team hereby authorizes the home team (and the Southeastern Conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the Game to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's individual players, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for the Game warrants to the home team and the Southeastern Conference that the visiting team has obtained (i) the consent of the individual players, participants and coaches of the visiting team to participate in the Game with the knowledge that it will be televised or otherwise distributed (on a live and delayed basis) in various media, and (ii) the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).

(d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, insurrection, confiscation by order of the government, military or police authority or prohibitory or governmental authority or any other event or reason beyond the control of either party, including that of the Southeastern Conference or National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement
9. Other conditions: Texas will have the opportunity to purchase an additional 100 tickets per game. Texas will reciprocate in 2019. The terms of the return game shall be as set-forth, in the attached addendum incorporated into this agreement by reference.

FOR: Louisiana State University

FOR: University of Texas at Austin

By:



11-15-17

By:

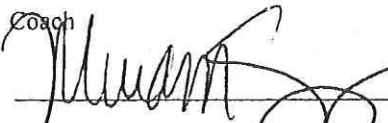
Coach

Date

Coach

Date

By:



11-17-17

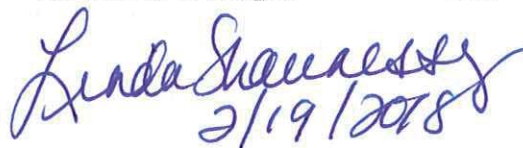
By:

Ath. Director or Designee

Date

Ath. Director or Designee

Date

  
2/19/2018

# **ADDENDUM TO ATHLETIC CONTEST AGREEMENT**

THIS ADDENDUM, entered into by authorities of **THE UNIVERSITY OF TEXAS AT AUSTIN** and **LOUISIANA STATE UNIVERSITY** shall be deemed satisfactory and binding when duly signed by parties representing both institutions and in accordance with the provisions herein:

**FIRST:**

|           |                              |                                    |
|-----------|------------------------------|------------------------------------|
| Sport:    | <b>Baseball</b>              |                                    |
| Facility: | <b>UFCU Disch-Falk Field</b> | City & State: <b>Austin, Texas</b> |
| Day:      | <b>Friday</b>                |                                    |
| Date:     | <b>March 1, 2019</b>         |                                    |
| Time:     | <b>TBD</b>                   |                                    |

|           |                              |                                    |
|-----------|------------------------------|------------------------------------|
| Sport:    | <b>Baseball</b>              |                                    |
| Facility: | <b>UFCU Disch-Falk Field</b> | City & State: <b>Austin, Texas</b> |
| Day:      | <b>Saturday</b>              |                                    |
| Date:     | <b>March 2, 2019</b>         |                                    |
| Time:     | <b>TBD</b>                   |                                    |

|           |                              |                                    |
|-----------|------------------------------|------------------------------------|
| Sport:    | <b>Baseball</b>              |                                    |
| Facility: | <b>UFCU Disch-Falk Field</b> | City & State: <b>Austin, Texas</b> |
| Day:      | <b>Sunday</b>                |                                    |
| Date:     | <b>March 3, 2019</b>         |                                    |
| Time:     | <b>TBD</b>                   |                                    |

**SECOND:** Financial considerations (payment, hotel, meals, etc.) by Host Team to Visiting Team will be as follows: **None**.

**THIRD:** This contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the NCAA, or any conference or association to which either or both parties may belong.

**FOURTH:** Officials provided by: **HOME TEAM**

**FIFTH:** Visiting Team shall be allowed **100** complimentary tickets per game. Visiting Team will have the opportunity to purchase additional tickets per game.

**SIXTH:** Other arrangements shall include: **None**.

**SEVENTH:** Televisions Broadcast. The Visiting Team acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed, including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology, home baseball games shall be retained by the Host Team or its conference, and (b) the Host Team or its conference shall have the exclusive right to retain all revenues derived from the telecast or distribution of the game(s) played pursuant to this Agreement.

**EIGHT:** Radio Broadcast, Internet Audio Streaming. The radio broadcast of the game(s) shall be under control of the Host Team. The Host Team shall retain revenue from radio rights. The Host Team shall provide one radio outlet free of charge for the Visiting Team, and the Visiting Team shall retain revenue derived therefrom. Each institution may deliver the broadcast to its respective

radio network, to include audio streaming on the internet.

**NINTH:** Cancellation. If either team cancels a scheduled game, and the parties are unable to arrange a mutually agreeable alternative game, the cancelling team shall pay to the other team a cancellation fee of \$ 5,000 per game, due within thirty (30) days after the scheduled game date.

**TENTH:** This agreement may be modified or canceled at any time by written agreement signed by an authorized representative of each party hereto, or due to any circumstances beyond the control of either party. In the event any game is canceled by rain, coaches of each party will make good faith efforts to reschedule.

**IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.**

**For: The University of Texas at Austin:**

**For: Louisiana State University**

|                                                                                                           |                                                                                          |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| By <u>Linda Shaunessy</u><br>Linda Shaunessy<br>Business Contracts Administrator<br>Date <u>2/19/2018</u> | By <u>Paul Mainieri</u><br>Paul Mainieri<br>Head Coach – Baseball<br>Date <u>2/22/18</u> |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

**PLEASE RETURN A COPY OF THE FULLY EXECUTED AGREEMENT TO:**

**Attn: Linda Shaunessy, Business Contracts Office**

**Email: vpcfo.contracts@austin.utexas.edu**

**or**

**Fax: 512-471-7742**