

**The University of Texas at Austin
Baseball Game Agreement**

This Game Agreement (this "Agreement"), is dated effective as of the date the agreement is fully signed by both parties, made and entered into by and between The University of Texas at Austin, an agency and institution of higher education established under the laws of the State of Texas, on behalf of its Department of Intercollegiate Athletics (hereinafter referred to as "Host Team") and Louisiana State University, (hereinafter referred to as "Visiting Team"). The Host Team and the Visiting Team are hereinafter collectively referred to as the "Parties".

NOW, THEREFORE in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

FIRST:

Sport:	Baseball
Facility:	UFCU Disch-Falk Field
City & State:	Austin, Texas
Date(s) & Time*:	Tuesday, February 28, 2023
Number of Games:	1

**Note that the schedule may change due to television scheduling*

SECOND: **Game Guarantee:** The Host Team will pay to the Visiting Team, a guaranteed amount of \$2,000.00, per game for participation by the visiting Team in the scheduled Game. The guaranteed payment will be paid within thirty (30) days of the completion of the final scheduled game.

THIRD: **Governing Rules:** The Game shall be governed in all respects by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the conference or association to which either or both parties may belong. Parties agree to comply with any and all current COVID-19 guidelines and protocols set forth by the NCAA and the Big 12 Conference.

FOURTH: **Game Officials:** Game Officials will be assigned, appointed, and paid by the Big 12 Conference.

FIFTH: **Tickets:** Visiting team shall be allowed 60 complimentary tickets per game(s). The Host Team will retain all gate receipts.

SIXTH: **Return Option(s):** None.

SEVENTH: **Television Broadcast:** The Visiting Team acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed, including highlights), through the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of 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 played pursuant to this Agreement. Each party shall have the right to produce film and/or video tapes of the Game and to authorize their use for coaches shows and recruiting purposes.

EIGHTH: **Radio Broadcast, Internet Audio Streaming:** The radio broadcast of the Game shall be under the 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 to

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: Except where the appearance of either team is prevented by one of the events set forth in the Force Majeure clause, if either team cancels the 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 \$15,000.00 due within thirty (30) days after the last scheduled Game date.

TENTH:

Amendment: This agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment shall be effective unless reduced to writing and signed by an authorized representative of each party.

ELEVENTH:

Force Majeure: Neither party shall be considered in default of this Agreement for the failure of its intercollegiate Baseball team to appear and participate in a Game for reasons due solely to acts of God, natural disaster, epidemics, pandemics including but not limited to COVID-19, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear. This provision shall allow cancellation without penalty, and excuse any failure to perform by either party, if such cancellation is in response to follow provided provisions, directives, guidelines, and restrictions from the compliance mandates, policies, the U.S. Government, State of Texas, Big 12 Conference, or the NCAA.

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

**The University of Texas at Austin on
Behalf of its Department of Intercollegiate
Athletics**

Signature: Sarah Baumgartner
14A56CD889E1484

Name: Sarah Baumgartner

Title: Executive Senior Associate Athletics Director

Date: 2022-09-26 | 10:31:56 CDT

Louisiana State University

Signature: [Signature]

Name: Don Gaston

Title: SR Ass AD

Date: 9/19/22