

UNIVERSITY OF SOUTH CAROLINA
INTERCOLLEGIATE ATHLETICS AGREEMENT
1304 Heyward Street
Columbia, SC 29208
803-777-SPUR (7787)

This Agreement is made and entered into the 7TH day of JULY 2017 by and between the University of South Carolina (hereinafter designated as The Home Team) and LOUISIANA STATE UNIVERSITY (hereinafter designated as The Visiting Team). The said parties mutually agree that an athletic contest between these teams shall be held in accordance with the following conditions:

1. The Varsity Beach Volleyball Teams representing the above shall meet and engage in a game(s):
Location: Columbia, SC Date: 03/17/2018 - 03/18/2018 Time: Various
Location: _____ Date: _____ Time: _____
Location: _____ Date: _____ Time: _____
2. The eligibility of all players to participate in said game shall be governed by the rules and regulations of its own Conference and the NCAA.
3. The Home Team agrees to pay the Visiting Team the fixed sum of \$ N/A as full complete compensation for participating in said game. Complete payment should be rendered on or before May 31st.
4. The Home Team agrees to furnish the Visiting Team PASS LIST complimentary tickets. The Visiting Team shall also be permitted to purchase N/A additional tickets. The Home Team shall determine the ticket prices.
5. Either party failing to comply with the conditions of this Agreement, either by cancellation or failure to appear, shall forfeit money in the amount of \$5000.00 as reasonable and contemplated liquidated damages as the sole legal remedy, unless such cancellation shall be by mutual consent, in which case this Agreement shall be null and void.
6. Officials for the game shall be assigned by the Home Team.
7. The radio broadcast rights of the game and revenue shall belong exclusively to the Home Team. The Visiting Team shall be allowed one (1) free of charge outlet for the purpose of broadcast on its official radio network with all other visiting stations paying the established fee of the Home Team.
8. The television broadcast rights of the parties shall be as follows:
 - (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-airs 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.

9. Should the athletic contest be prohibited or prevented by any laws, proclamations or decrees, federal, state or local, or if such athletic contest is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such athletic contest may be rescheduled, if practicable, for a time mutually agreeable to the parties. Should such athletic contest not be rescheduled, neither party will be held liable for the liquidated damages agreed to in Paragraph 5.

FOR: University of South Carolina

[Signature] 7/7/2017
Head Coach/Date

[Signature] 9/8/17
Athletics Director or Designee

FOR:

[Signature] 10/12/17
Head Coach/Date

[Signature] 10/12/17
Athletics Director or Designee

Rev. 1/23/17

