

- (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. Opponent agrees to indemnify, defend and hold harmless LSU and the State of Louisiana, their officers, employees and agents from and against any claims, demands or damages of whatever nature occasioned by the acts or omissions of its officers, agents, employees, or team members in the performance of this Agreement.
 9. In the event of pandemic, 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.
 10. Other conditions: None.

FOR: Louisiana State University

By: _____

Coach

9/15/22

Date

By: _____

Ath. Director or Designee

Date

FOR: Florida State University

By: _____

Coach

DocuSigned by:

By: _____

Michael Alford

76087C8E38C54E3...

Ath. Director or Designee

Date

Date

10/3/2022 | 10:47 AM EDT

DS

SBP

9/24/22

ADDENDUM TO AGREEMENT

The undersigned parties to the Agreement between Florida State University (the "University") and Louisiana State University (the "Agreement"), agree to add the following provision to the Agreement by signing this Addendum ("Addendum"):

1. The "Effective Date" of the Agreement shall be the date signed on this Addendum by both Louisiana State University and the University.
2. The Agreement is being signed by each party with full knowledge of the ongoing COVID-19 situation affecting the United States and the World (the "Pandemic"). Pandemic related concerns have caused the cancellation of sporting events across the United States. It is unknown at the time of the signing of the Agreement if the event will be canceled due to Pandemic related concerns. If such event is cancelled due to Pandemic related concerns, or if a Party makes the determination that it cannot play in the game due to Pandemic related concerns and provides written notice to the other Party no later than 24 hours after such determination is made, the Agreement is automatically terminated, no party will be considered to be in breach, there shall be no damages owed by any party to any party, including any forfeiting amount, and any financial guarantee to be paid or paid by the Home Team to the Visiting Team shall be returned by the Visiting Team to the Home Team within 30 days of the event being cancelled.
3. If the actions of the athletic conference of either Party makes playing in the game impractical, this Agreement is automatically canceled, and such cancellation shall not be deemed a breach by either Party, and neither party hereto shall be responsible to the other for any related loss or damage.
4. This Agreement shall be subject to cancellation by the University upon thirty (30) days written notice without penalty or cause. A termination penalty may not be charged to the University.
5. In the event of any differences, disagreement, and/or conflict between or among any terms or provisions of the Agreement and this Addendum, the terms of this Addendum shall govern, have priority and be controlling thereof.

IN WITNESS WHEREOF, Agreed to as of the day and year set forth below:

DS
SBP

FLORIDA STATE UNIVERSITY

Louisiana State University

DocuSigned by:

Michael Alford

10/3/2022 | 10:47 AM EDT

Michael Alford

Date

Director of Athletics

DocuSigned by:

Miriam Segar

10/5/2022 | 6:21 AM PDT

Miriam Segar

Date

Senior Associate Athletics Director