



October 14, 2022

Louisiana State University
Attn: Mr. Scott Woodward
Director of Athletics
LSU Athletics Administration Building
Baton Rouge, LA 70803

Dear Scott:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above (the "**Effective Date**"), by and between ESPN Productions, Inc. ("**EPI**") and Louisiana State University ("**LSU**" or "**School**") (each a "**Party**" and collectively the "**Parties**") in accordance with the following terms and conditions:

1. **The Event; Generally.** The School agrees its varsity men's football team will participate in a neutral venue, regular season Division I college football game currently known as the ***Texas Kickoff*** game (the "**Event**") to be played at NRG Stadium in Houston, Texas (the "**Venue**") Labor Day weekend in 2027 (such date and time to be determined by EPI with notice to School no later than July 1, 2027) against the University of Houston varsity men's football team ("**UH**" or "**Opponent**"). The Program (defined below) of the Event will be telecast on a nationally distributed ESPN, Inc. ("**ESPN**")-owned or operated platform in ESPN's discretion. Except as otherwise expressly provided in this Agreement (*e.g.* tickets sold by School) EPI retains all advertising, sponsorship, and revenue relating to the Event and the Program (excluding revenue tied directly to permanent signage affixed at that Venue).
 - a. Houston will be the away team and will be assigned to the visitor's locker room (Southwest) and the West sideline. LSU will be the Home team and will be assigned the home locker room (Southeast) and the East sideline.
 - b. Houston will wear ~~light-Dark~~ uniforms as the visiting team; and LSU will wear ~~dark-Light~~ uniforms as the home team.
 - c. Game officials will be arranged by and at the expense of EPI. EPI agrees to have a neutral crew from a "Power 5" conference work the Event.

- d. Lone Star Sports & Entertainment ("**LSSE**", the co-operator of the Event with EPI) and EPI, in their sole discretion, will agree upon keeping the Venue roof open or closed for the Event and shall notify LSU and UH of such decision once it is made.
 - e. The Event is owned by EPI and will be managed and run by EPI in conjunction with LSSE.
 - f. School agrees that its coaching staff will wear the official Event logo in a visible location for the Event (as mutually agreed upon by the Parties).
2. **Participation Fee.** In consideration of School's participation in the Event, EPI shall pay School the greater of \$4,000,000.00 or 45% of the total gross ticket revenue (non-suite).
3. **Tickets and Suites; Parking; Hotels; Activation Space.**
- a. **Generally.** EPI (in conjunction with LSSE) has the right to establish Event ticket, suite, and parking prices and retain all revenue therefrom.
 - b. **Tickets (LSU).**
 - i. **Ticket Commitment; Generally.** No school ticket buy required; EPI/LSSE to serve as box office for all event tickets; school required to provide mutually agreed upon marketing support to help drive event awareness and ticket sales, including participation in mutually agreed upon marketing efforts from the Head Coach to support the event; ticket pricing determined at EPI's discretion in consultation with the schools.
 - ii. **Complimentary Tickets.** EPI shall provide to LSU three hundred (300) Complimentary Tickets in mutually agreed upon locations. Complimentary Tickets may not be sold or resold by LSU.
 - iii. **Complimentary Student Tickets.** EPI shall provide to LSU up to two thousand five hundred (2,500) tickets on consignment for current LSU students. Tickets to be sold at a price of Twenty-Five Dollars (\$25.00). These tickets are not eligible for re-sale and will be located near the band in the lower level end zone sections of the stadium.
- Band Tickets.** EPI shall provide to LSU up to five hundred (500) complimentary tickets to the LSU band members. Complimentary Band Tickets shall only be given to current band

members for attendance; and such LSU's Complimentary Band tickets may not be sold or re-sold by LSU.

- iv. **Secondary Ticket Companies.** School agrees to not sell tickets to any complimentary tickets received to secondary ticket companies for this event
- c. **Suites.** EPI shall provide to LSU two (2) complimentary twenty (20) person suites (16 seats and 4 SROs) at locations to be mutually agreed upon by Parties. LSU shall be responsible for all food and beverage expenses for these suites coordinated directly with LSSE.
- d. **Parking.** EPI shall provide to LSU one hundred (100) complimentary parking passes for use by LSU staff and season ticket holders at locations mutually agreed upon between EPI and School.
- e. **Hotels.** EPI will secure a "mutually agreeable" team hotel and room rates; comparable to the post-season bowl experience in Houston. All costs associated with Hotel rooms shall be the responsibility of School.
- f. **Ground Transportation.** School shall be solely responsible for securing and paying for all ground transportation.
- g. **Activation Space.** In coordination with LSSE, EPI shall provide School mutually agreed upon activation space at the Event (inside and outside Venue) to fulfill its day-of-game obligations and requirements (e.g., TAF, Ticket Department, etc.). All activations shall be subject to the reasonable approval of EPI and LSSE, and subject to the sponsorship rights (including, but not limited to, EPI's and ESPN's exclusive sponsorship sales arrangements) as outlined earlier in this agreement. School is responsible for all direct costs associated with activating such spaces.

4. **Credentials and Other Event Access.**

- a. **Team Spirit Squads.** EPI shall provide to School's uniformed cheerleaders, dance team, and mascots admittance to the Event at no charge with credentials (up to 30 members).
- b. **Sideline Credentials.** EPI shall provide to each of the School's and Opponent's participating teams (players, coaches, trainers, etc.) mutually agreed upon (but no less than sixty (60)) and approved sideline credentials at no charge. The number of sideline credentials will be consistent with previous School games at the Stadium, for the School to distribute as it deems appropriate. These sideline credentials are in addition to the complimentary tickets provided to the band and spirit squads. Sidelines credentials must be worn by all personnel with the exception of players in

uniform. All personnel with sideline credentials are restricted to stay within the applicable team's designated areas.

5. **Team Walk-Throughs.** EPI in coordination with LSSE will make the Venue available to both Schools at times mutually agreed upon by all Parties for pre-Event walk throughs. LSU, as the designated home team for the game, shall have first option of times made available by EPI/LSSE.
6. **Team Probation.** The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA. If the School is placed under conference, NCAA, or institutional/School-imposed sanctions so that the value of the Event is materially decreased as determined by EPI (*e.g.*, sanctions that allow for immediate transfer of football student athletes or a television ban), then (i) EPI may elect to terminate this Agreement; and (ii) EPI and the School shall mutually agree upon a reduction of the Fee, as appropriate.
7. **Operations; Costs.** EPI (in conjunction with LSSE) is responsible at its expense for operating and staffing the Event consistent with the operations and staffing for a major college football game, and will do so, except as explicitly set forth in this Agreement. EPI shall arrange for and pay all costs associated with the Venue as required for the Event (including, but not limited to, leasing/renting the Venue). EPI will be responsible for credentialing services and coordinate/manage Event media.
8. **Marketing; Promotion; Sponsorship; Activation Space.**
 - a. The School agrees to provide reasonable assistance in the marketing, promotion, and ticket sales for the Event by providing a minimum of the following:
 - i. LSU agrees to collaborate with EPI and LSSE on the marketing and promotion of the Event, including, without limitation, by distributing promotional information to students, alumni (including, but not limited to, Houston-area alumni), booster clubs and displaying Event and ticket information in the school's ticket offices, football stadium, and other pertinent venues and outlets. LSU's head coach shall be available for all standard and reasonable media sessions prior to the Event including participating in radio and television commercials promoting the Event. LSU agrees to market the Event to its season ticket holders and alumni ticket buyers; the specific recipients, methods, and marketing plans will be mutually agreed upon after meaningful consultation with EPI and LSSE. LSU agrees to use the name of the event (*i.e.*, "Texas Kickoff") and the Event logo when marketing and promoting the Event including any title sponsor that is part of the Event's official name.

- b. Without limiting the generality of any other provision herein, School hereby grants EPI and LSSE a non-exclusive license to use the School's names and marks (as provided by School) in connection with the promotion of the Event and in EPI's Distribution of the Programs (in the Event logo and otherwise), however, EPI and LSSE may not use the School name or logo in such a way as to alter School's brand guidelines, create an affiliation or perceived affiliation between School and a sponsor, commercial partner or otherwise without the School's prior approval.
- c. EPI and LSSE agree any such usage of School's names and marks must, at all times, remain compliant with NCAA rules/regulations governing such usage.

9. **Merchandise; Event Programs.**

- a. EPI or its designated contractor shall have the right to produce and sell Event-specific merchandise at the Venue and surrounding areas and online, and School hereby grants to EPI the right to use School's logos/marks for such purposes (subject to royalties owed to School or its authorized licensee). Any and all merchandise must be licensed and approved by the School's office of trademark licensing.
- b. EPI or its authorized designee shall be permitted to sell Event-specific merchandise before, during, and after the game at the Venue as well as online. Any and all merchandise must be licensed and approved by the School's office of trademark licensing.
- c. EPI has the right to create and sell the Event program and retain all proceeds therefrom (and include School's logo on a royalty-free basis therein), provided that all such uses of School's logos or marks contemplated herein shall only be permitted after approval by School (not to be unreasonably withheld or delayed). EPI acknowledges that this Agreement does not provide any "pass through" rights with respect to School's logos or marks and that EPI may not use the same as a direct or indirect endorsement of any product or other service.
- d. All on-site merchandise sales are to be coordinated through LSSE and its concessionaire, Aramark.

10. **Field Markings.** The field marking and staging for the Event will reflect a neutral site game. The official Event composite logo will mark the midfield. All costs related to field markings will be paid by EPI and LSSE.

11. **Media Distribution; Telecast Distribution Rights.** School hereby grants to EPI the exclusive rights to coverage, including but not limited to the production and distribution of one or more audio-visual Programs (defined below), of the Event, according to the following:

- a. As between School and EPI, EPI has the exclusive (except as specifically set forth herein), perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "**Distribute**" or "**Distribution**") programs of the Event (each a "**Program**" and collectively the "**Programs**") and its/their constituent elements and any other material pertaining to the Event in EPI's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. EPI also has the right to make reproductions of the Programs and their constituent elements and to use, exhibit, and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Programs and its/their constituent elements into other works for commercial profit. EPI has the right (and may grant others the right) to reproduce or disseminate in any medium, the name, likeness, and voice of each School representative appearing in or connected with the Programs as well as names, trademarks, and other identities of the School for all purposes connected with EPI's exploitation of the Programs and EPI's programming services, but not as a direct endorsement of any product or other services. As between School and EPI, EPI is the sole owner of the Programs (and the Event) and all of its/their constituent elements (and any other material shot by EPI or pertaining to the Programs, whether or not such material was incorporated into the Programs), including exclusive ownership of all copyrights in and to the Programs. As between School and EPI, EPI is the sole and exclusive owner of all other rights arising out of, ancillary or subsidiary to, or otherwise associated with the Programs (and the Event, including but not limited to the title(s), trade- and service marks, merchandising, the concept of the Programs, and adaptation rights (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form. Only to the extent it has such rights to grant (*i.e.* subject to the Conference Agreement (defined below), EPI hereby grants to School the (i) non-exclusive right to authorize School to make its own video recording of the actual Event game for non-commercial, internal, institutional use (*e.g.* coaching videos) only and not for any type of public distribution without EPI and ESPN, Inc.'s written permission in each instance, granted or withheld in its sole discretion; and (ii) certain limited highlight rights subject to the Conference Agreement.
- b. The media distributions rights to the Program of the Event are governed by the terms of the media rights agreement between the Southeastern Conference (the "**SEC**") (the conference of the "home" team for the Event, LSU), on the one hand, and EPI's parent company, ESPN, Inc., on the other (the "**Conference Agreement**"), which provides that EPI will distribute the Event on a live basis on the primary ESPN channel. Any

highlight or other media distribution rights to the Event and the Program shall be governed by such Conference Agreement.

- c. EPI has the exclusive right to acquire a title and/or presenting sponsor for the Event and the Program (and retain all revenue therefrom) and such title and/or presenting sponsor shall be in accordance with the NCAA's advertising and sponsorship regulations. Accordingly, EPI has the exclusive right to sell all in-Program and ancillary advertising and such advertising is not subject to the NCAA's advertising regulations. EPI acknowledges and agrees that School controls branding (*i.e.*, headsets, uniform logos and sports beverages) on its sidelines. EPI exclusively retains all revenue relating to all advertising and sponsorship sales (title, presenting, in-Program, and otherwise).
- d. EPI shall use commercially reasonable efforts, subject to the Conference Agreement (defined below) (and related restrictions) to assure that the participating schools will have equal radio and highlights rights (*i.e.* EPI shall not itself take any action to favor School or Opponent). EPI shall provide to School sufficient locations at the Venue for such select, permitted audio/video recording purposes as applicable (*e.g.* the aforementioned radio or recording for coaching video) (though School acknowledges that EPI, and/or a secondary Distributor (as applicable) shall have first priority camera and audio/radio positions in all locations.

12. **Pageantry.** Both School and Opponent will be treated equally for pageantry elements. All game production will be overseen by LSSE and EPI with meaningful input from School.

13. **Indemnification; Insurance.**

- a. *To the extent permitted by applicable Louisiana state law*, School shall indemnify, defend, and hold harmless ESPN, Inc., EPI, LSSE and each of its parent, subsidiary, and affiliated companies from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein (including, but not limited to, any claim by a third party that EPI's or LSSE's exercise of the rights granted to it by School hereunder infringes that third party's intellectual property rights (including, but not limited to, the right of privacy, publicity, trademark, or copyright)); (ii) a breach of applicable law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors, student-athletes, and coaches and other members of the official travel party, including athletic training personnel, managers and related staff of the School or

School's Athletics Department, as applicable ("School Travel Party"); and (iv) death, illness or personal injury incurred by any School Travel Party as a result of exposure to or an infection of COVID-19 in the course of School's performance under this Agreement, except to the extent any such Claims arise out of, result from or relate to any gross negligence, wonton disregard or intentional or willful misconduct of EPI, its employees and agents."

- b. EPI shall indemnify, defend, and hold harmless School and each of its trustees, officers, directors, employees, parent, subsidiary, and affiliated entities from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein; (ii) a breach of applicable law; and (iii) the negligence or willful misconduct of the officers, agents, employees, or contractors of EPI.
- c. Each party agrees to obtain/maintain at its own expense insurance in accordance with industry standards.

14. **No Injunctive Relief.** All rights granted and agreed to be granted hereunder are exclusively and irrevocably vested in EPI and are not subject to rescission or injunction by School or any other party for any cause, nor are such rights subject to termination or reversion by operation of law or otherwise. In the event of a breach of this Agreement by EPI, School hereby expressly recognizes that the damage, if any, caused to School thereby would not be irreparable or otherwise sufficient as to give rise to a right of injunctive or other equitable relief and School acknowledges that School's rights and remedies in the event of a breach of this Agreement by EPI will be limited to the right, if any, to recover monetary damages (if any) in an action at law.

15. **Limitation of Liability.** EXCEPT FOR PAYMENTS MADE TO THIRD PARTIES IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS HEREUNDER, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOST BUSINESS.

16. **Miscellaneous.**

- a. Neither EPI nor School may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, and any purported assignment without that consent is void *ab initio*; provided, however, that EPI may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company (without notice to School). For the sake of clarity, EPI's right to assign this Agreement pursuant to the foregoing sentence shall not be interpreted to affect EPI's commitment, as stated in Section 11(b) of this Agreement, to distribute the Event on a live basis on the primary ESPN channel.
- b. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
- c. If the Event is shortened, canceled or otherwise prevented from being played (and not rescheduled), due to extreme weather, war, act of God, national emergency, pandemic or other similar public health crisis on a regional or nationwide level, governmental restriction, or like cause, the occurrence of which is not within the control of EPI or School (an event of "**Force Majeure**"), then neither party shall be obligated in any manner to the other with respect to the Event (including payment of the applicable Fee as set forth herein). However, if the Event shall be postponed or delayed to a new date and time due to an event of Force Majeure, then the School shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own scheduling limitations. If School participates in the Event on such new date and time, then each party shall be bound hereunder as if the Event was played on the date and time as scheduled herein. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a Force Majeure hereunder. If the Event is canceled for any reason of Force Majeure and School is unable to play in a rescheduled Event, neither EPI nor LSSE shall have any obligation to pay the School the Fee.
- d. This Agreement represents the entire agreement between EPI and the School and that there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties. Each party acknowledges that it has read and freely signed this Agreement.
- e. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between EPI and School for any purpose whatsoever. Neither party shall have, or hold itself out as having, power

or authority to bind or create liability for the other by its negligent or intentional act or omission.

- f. In any legal proceeding brought by one party hereunder against the other, the prevailing party will to the extent authorized under applicable law be entitled to recover from the other party its attorneys' fees and other costs of suit.
- g. All notices between the parties must be given in writing via a reputable overnight courier service (*e.g.* FedEx, UPS) and, as to School, shall be sent to: Scott Woodward at the address listed above; and as to EPI, to the following address: Clint Overby, ESPN Productions, Inc., 11001 Rushmore Drive, Charlotte, NC 28277 with a copy to ESPN, Inc., Attn: Legal, ESPN Plaza, Bristol, CT 06010 (or such addresses as shall be furnished in writing by either party).
- h. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under this Agreement. Nothing in this Agreement shall be construed to create any liability on the part of the parties or their respective directors, officers, employees or agents, as the case may be, to any such third parties for any act or failure to act of any party hereto.
- i. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.
- j. This Agreement shall be governed by the laws of the State of Louisiana, without giving effect to its conflict of laws provisions.

By executing this Agreement, each of the undersigned parties represents and warrants that it is authorized to act on behalf of the entity it represents, and the terms of this Agreement shall bind each entity. This Agreement becomes binding only when signed by both parties.

[Signature page follows]

If the aforementioned terms and conditions are in accordance with the School's understanding, please confirm by signing below and returning a scanned .pdf file via e-mail to the attention of Missy.H.Betres@espn.com. I will then sign and forward a fully executed version to you for your files. Thank you.

Sincerely,

ESPN PRODUCTIONS, INC.

By: DocuSigned by: Clint Overby
8BA681ED5C1D48E
Clint Overby
Vice President, ESPN Events

Date: 12/14/2022

Agreed and Acknowledged:

LOUISIANA STATE UNIVERSITY

By: Verse S. Ausberry

Print Name: Verse Ausberry

Date: 12-13-22