



INTERCOLLEGIATE ATHLETIC EVENTS AGREEMENT

This Intercollegiate Athletic Event Agreement ("Agreement") is entered into and effective as of **February 14, 2020**, by and between the University of Utah ("Utah") and Louisiana State University ("LSU") for the purpose of scheduling and participating in athletic events between their respective men's varsity football teams.

NOW THEREFORE, in consideration of the mutual promises, conditions and undertakings set forth herein, the parties agree as follows:

- 1) **Scheduled Games:** In furtherance of the purposes of this Agreement, the parties agree to play a series of athletic events (each of which shall be referred to herein singularly as the Game and collectively as the Games) between the men's varsity football teams representing each of the respective parties according to the following schedule:

<u>Date</u>	<u>Time</u>	<u>Location (Home Team)</u>	<u>(Visiting Team)</u>
September 6, 2031	TBD	Salt Lake City (Utah)	(LSU)
September 11, 2032	TBD	Baton Rouge, Louisiana (LSU).	(Utah)

- 2) **Financial Arrangements:** The Home Team agrees to pay the Visiting Team, as sole financial compensation for participation in the first Game (2031), the fixed sum of \$600,000 on or before February 1 following each game. No other compensation will be due or owed to the Visiting Team under this Agreement in connection with each Game.

The Home Team agrees to pay the Visiting Team, as sole financial compensation for participation in the Game (2032), the fixed sum of \$600,000 on or before February 1 following each game. No other compensation will be due or owed to the Visiting Team under this Agreement in connection with each Game.

- 3) **Tickets:** The Visiting Team shall be provided 4,000 to 5,000 tickets to offer for sale to its fans and supporters (including Visiting Team band). The amount of tickets that will be made available to Visiting Team in the first Game (2031) will be the minimum amount that will be provided to the Visiting Team the second game (2032) with 5,000 being the maximum (depending on availability). All proceeds from tickets sales are to be paid to the Home Team 30 days after receipt of the ticket invoice. The Visiting Team shall also receive 300 complimentary tickets for each game, which is included in their overall number of tickets provided, not in addition. Ticket prices, seating location and all other operational elements shall be established by the Home Team, with fair and reasonable consultation given to the Visiting Team.

Any tickets that have been delivered to the Visiting Team, but not sold, shall be returned to the Home Team no later than 30 days prior to each Game. Payment for any tickets not returned by this date will become the sole responsibility of the Visiting Team.



The Visiting Team shall be allotted sixty (60) sideline passes for the use Coaches, Athletic Trainers, and working team personnel. These passes shall be in the addition to the tickets provided for sale and game admission for cheerleaders and mascot(s). Sideline passes must be worn at all times by all personnel with the exception of the players in uniform. All visiting Team sideline passes will be restricted to the visiting team area. Additional Institutional credentials for Visiting Team working staff will be distributed the week of the Game provided a detailed list is submitted to and approved by the Home Team in advance.

Cheerleaders and mascot(s) of each team shall be admitted free of charge provided they are in uniform and their attendance shall not be included in the game report, unless otherwise agree upon by both institutions.

The Visiting Team will be provided access to one press-level suite on game day and allotted 12 passes for working team personnel and guest to use for entrance into the booth.

- 4) Governing Rules: Each Game shall be governed in all respects, including the appointment of officials and eligibility of players, by the rules and guidelines of the National Collegiate Athletic Association (NCAA) and the Pac-12 Conference (Pac-12) and Southeastern Conference (SEC), or by the rules of such other athletic association or conference as the parties may mutually agree. Officials will be assigned by the visiting institution
- 5) Broadcast Rights: The parties shall have the rights to radio broadcast and telecast for each game as specified below.
 - a) Radio Broadcast: The Visiting Team shall have the right to, and be provided space for one radio broadcast outlet for, a non-exclusive radio broadcast by Visiting Team's flagship station (local announcer) that is distributed via regional terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, and similar audio-only distribution. Home Team shall retain all other regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. Home Team also shall have exclusive rights to sell national terrestrial radio rights.
 - b) Television, Video, Film and Internet Video Streaming:
 - 1) Telecast: The game covered hereunder shall be available for telecasting by Home Team. Home Team shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference network, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means and media. The teams agree to the following:



- a) The scheduled start time for the game is solely at the discretion of Home Team and may be changed up to six (6) days in advance of the game in order to accommodate television.
 - b) Any change in the date of the game, including changes for television, must be mutually agreed upon by the participating institutions.
 - c) Media timeout formats are determined by the Home Team's Conference. The Home Team's Conference shall be responsible for the TV liaison (red hat).
 - d) Visiting Team shall have the right to produce video of the game played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show, season highlight presentations, or for viewing by Visiting Team's football team coaches and players. In addition, immediately following the conclusion of each game hereunder, Visiting Team shall have the right to distribute audio and visual highlights not to exceed three minutes (3:00) in length on Visiting Team's or Visiting Team's conference's branded or controlled and operated linear and/or digital Network. Home Team agrees to provide reasonable facilities for such cameras as may be reasonably required by Visiting Team to produce such video. Any other usage by Visiting Team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the Visiting Team's Conference and Home Team's Conference.
- c) Revenue: All revenue derived from radio broadcast and/or telecasts shall be retained by the institution owning the broadcast rights.
- 6) Broadcast and Telecast Facilities: Home Team shall provide Visiting Team with access to and use of such facilities as are necessary and reasonable for radio broadcast, telecast, and video recording of any Game by Visiting Team. These facilities shall be provided without charge to the Visiting Team and without cost to the Home Team.
- 7) Uncontrollable Forces: It is understood that neither party hereto can foresee exigencies which may arise by reason of unusual circumstances beyond their reasonable control, including acts of God, acts of nature, or actions of any governing regulatory body, including but not limited to the NCAA or any governing athletic conference. Either party may delay or cancel any scheduled Game for reason due to uncontrollable forces by providing written notice of delay or cancellation to the other party immediately upon the occurrence of any such uncontrollable event.



- 8) Liquidated Damages: The parties acknowledge and understand that each of the parties have forgone other significant opportunities for the scheduling of alternate games and have invested substantial financial and other resources in anticipating that each of the Games will be played according to the schedule set forth herein. The parties also agree that it would be impracticable or extremely difficult to fix the actual damage to either party resulting from the cancellation of any Game hereunder. In the event either party should cancel or otherwise fail to participate in any scheduled Game, for any reason other than uncontrollable forces as defined in Section 7 hereof, or the inability to mutually agree upon a date as required at Section 1 hereof, the defaulting party shall pay to the non-defaulting party the sum of \$2,000,000 for each remaining game under contract as liquidated damages for each such canceled Game. Payment of liquidated damages shall be paid no later than ninety (90) days after the scheduled date for each cancelled Game.
- 9) Insurance: Each party shall maintain commercial general liability, automobile liability, property, worker's compensation, and athletic participants life, health, accident and catastrophic insurance coverage with qualified insurers or through properly funded self-insurance programs, in such forms and in such amounts as may be appropriate and reasonably necessary for the performance of the obligations hereunder.
- 10) Assignment: The rights and responsibilities under this Agreement may not be assigned or transferred by either party.
- 11) Court Declaration: Should any provision of the Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of the Agreement will remain in full force and affect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above

UNIVERSITY OF UTAH

Signature: _____

Title: Director of Athletics

Date: _____

[Handwritten Signature]
2/18/20

LOUISIANA STATE UNIVERSITY

Signature: _____

Title: Executive Deputy AD

Date: _____

[Handwritten Signature]
2-14-2020