



ADMINISTRATION

Louisiana State University • Department of Athletics

October 2, 2014

Dr. Joel Erdmann
Director of Athletics
University of South Alabama
6001 USA Drive South, Suite #35
Mobile, Al. 36688

Dear Joel:

By signing below, both parties agree to move the playing date of the game contracted on March 12th 2012.

A. The October 15th 2016 contest in Baton Rouge, La. will be moved to November 19th, 2016.

All other sections of the contract remain in force.

Thank you again for your assistance. Please return one copy for our records.

Sincerely,

Verge Ausberry
Sr. Associate Athletics Director
Louisiana State University

Joe Alleva
Director of Athletics
Louisiana State University
Joel Erdmann
Director of Athletics
University of South Alabama
10/12/14



University of South Alabama

Contract Review Memorandum

TO:	Haven Fields Assistant Athletic Director
FROM:	Andrea Lowry <i>AL</i> Contracts Administrator

Contract Agency	Louisiana State University
Type of Agreement	Game Contract
Department/Division	Athletics/Football
Date	June 23, 2010
Log Number	592-10
Status	☐ Approved by Attorney's Office ☒ Changes Made (see below) ☐ Not Approved by Legal

CONTRACT CHANGES REQUESTED

The University of South Alabama, as an agency of the State of Alabama, cannot submit itself to the laws of another jurisdiction. Accordingly, Section 11 was stricken. This change will need to be initialed by the Director of Athletics for LSU.

Please let me know if you need any further assistance.

CONTRACT CHECKLIST

1. Title/Description of Contract: FOOTBALL CONTRACT
2. OSP Log Number/Attorney's Office Log Number: 592-10
3. Agency/Vendor: LOUISIANA STATE UNIVERSITY
4. Monetary Amount of Contract (if applicable): _____
Source FOAPAL: _____
5. Deadline for Final Execution: _____
6. Principal Investigator/Responsible Person: HAUEN FIELDS
[Signature] 6/15/10
(Signature) (Date)

7. Department/Division: ATHLETICS Telephone Number: 460-7121
Building/Room Number: MC 1209

RECEIVED
JUN 17 2010
UNIVERSITY
ATTORNEY'S OFFICE

I have read this contract, including all attachments and exhibits and have reviewed this contract with the Administrator, Dean, Vice President, Director or Chair, and that individual is aware of all business terms of this contract. The business terms negotiated and agreed to by the parties are contained in this contract.

8. I am aware of all business terms of this contract and approve (Appropriate Dean/Department Head/Administrator):

Steve Simmons
(Printed name) (Signature) (Date)

9. Is this agreement funded by an external grant or contract? If yes, route to Office of Grants Administration, AD200 (460-7888).

For OGA: _____
(Signature) (Date)

[Signature]
6/16/10

10. Has this contract been bid through USA Purchasing? Yes ☐ No ☐

11. If this is a USA template contract, I have verified that there were no changes made:

(Signature of Principal Investigator)

12. Is this a renewal contract? Yes ☐ No ☐

If this is a renewal, attach copy of most recent contract and indicate any changes to new contract: _____

13. Date released by legal office for: (a) requested changes to contract: _____
(b) execution by agency/vendor/USA: 6/23/10

14. Date signed by agency/vendor: _____ Date signed by University: _____

Return copy of this checklist to legal office upon completion of contract process. Retain original checklist and contract in above-identified department. The State Records Commission, under authority granted by Section 41-13-21 of the Code of Alabama, 1975, mandates that all contracts, leases and agreements be retained for seven years after the terms of the document are fulfilled and then destroyed. All real property leases and capital improvement contracts are to be retained permanently.

Revised 10/25/06

[Signature] 6/17/10



FOOTBALL GAME CONTRACT



This AGREEMENT is made and entered into this 12th day of March, 2010 by and between Louisiana State University (hereinafter designated as the HOME TEAM) and University of South Alabama (herein after designated as the VISITING TEAM) WITNESSETH that:

1. The parties hereto agree that their respective varsity football teams shall participate in an athletic contest in Baton Rouge, Louisiana on the ~~17th day of September~~, 2016. The time of said contest will be determined by the HOME TEAM. *15th day of October*
2. The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions and the intercollegiate conferences to which each party is a member.
3. Ticket prices shall be set by the HOME TEAM.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation for the 2016 game the fixed sum of \$950,000 on or before January 31st, 2017.
5. The cheerleaders and mascot 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 agreed upon by both institutions.
6. The VISITING TEAM shall have the option of purchasing up to 3,000 tickets at face value. The VISITING TEAM shall return all unsold tickets to the HOME TEAM by August 12th to ensure their sale prior to the game. In no case shall more than 200 tickets be returned later than 48 hours prior to game time.

The bands of each team shall be admitted in uniform even though a ticket has been purchased for each member of the band. The VISITING TEAM shall be allotted a maximum of forty (40) sideline passes for the use of coaches, trainers and working personnel only.

*6/24/10
ABO*

Sideline passes must be worn by all personnel with the exception of players in uniform. All VISITING TEAM sideline passes will be restricted to the VISITING TEAM AREA (between the twenty five -yard lines).

7. All radio broadcast rights and privileges, and the receipts there from, shall belong to the HOME TEAM provided, however, VISITING TEAM shall have the right to broadcast the contest on its established radio network and HOME TEAM will provide space for one (1) broadcast outlet.
8. The host institution shall have the exclusive right to contract for live television broadcast of its home games played pursuant to this agreement. It is further agreed that:

University of South Alabama acknowledges and agrees that the Southeastern Conference ("SEC") owns and retains all television, pay per view, cable, internet and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred as a "Broadcaster") the [Game] and any and all portions of the [Game] (including media interviews and pre and post game material and events) throughout the universe by any and all means, uses and media now known or hereafter developed (including via local, regional or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the internet) (collectively herein "Broadcast Rights"). If and to the extent University of South Alabama has or will have any such Broadcast Rights, University of South Alabama irrevocably assigns, conveys, and transfers all such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer. (As used herein, "internet" means a global information network consisting of interconnected, but independent, computers including, but not limited to, the World Wide Web.)

University of South Alabama hereby grants each broadcaster a license to use the trademarks and logos of University of South Alabama and the names and likenesses of University of South Alabama's individual [Game] 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 by any broadcaster as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner inconsistent with or prohibited by applicable NCAA rules and regulations University of South Alabama warrants to Louisiana State University that University of South Alabama has obtained the right to license the use of the names and likenesses of individual [Game] players, participants, and coaches for the purposes set forth in this paragraph. It is agreed that all complimentary passes to press, radio and television outlets in Louisiana shall be the responsibility of Louisiana State University.

9. A. Termination for Convenience: The parties to this Agreement acknowledge and agree that in the event one party chooses to terminate this Agreement or fails to participate in any of the athletic contests contemplated by this agreement, damages will occur. Due to the nature of intercollegiate athletics, the difficulty and expense of finding a suitable replacement game and the over head costs associated with scheduling and planning an athletic contest, the parties agree that for any contest required to be cancelled by this Agreement, the terminating or non-participating party shall pay to the non-breaching party a terminating fee as follows:

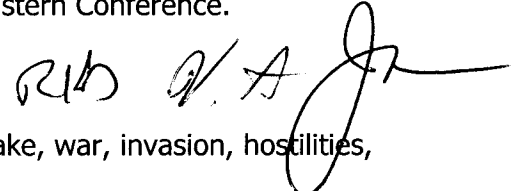
- 1) 24 months or more from the date of the game - \$475,000;
- 2) 12 months or more, but less than 24 months from the date of the game - \$650,000;
- 3) Less than 12 months from the date of the game - \$1,500,000.

B. It is agreed that if one party communicates to the other party that they do not intend to participate in the scheduled athletic contest or schedules another game which would conflict with the scheduled contest between the parties, that this shall constitute a default under this Agreement.

C. It is understood and agreed by and between the parties here to that this Agreement is conditioned upon the participants (HOME TEAM and VISITING TEAM) being a Division 1A member of the NCAA at least twenty-four (24) months prior to the date the game is scheduled, and being a Division 1A member at the time the game is played. In the event either team fails to maintain Division 1A membership, the other team has the right to cancel the game without penalty upon reasonable notice to the other party.

10. Officials for the game shall be assigned by the Southeastern Conference.

~~11. This Contract shall be governed by Louisiana Law.~~

A handwritten signature in black ink, appearing to be 'RUB A J', is written over the crossed-out line of item 11.

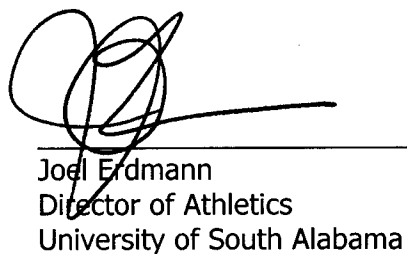
12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority or prohibitory or governmental authority, including that of the Southeastern Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this Agreement.

13. The following additional games shall be played under the same terms and conditions unless otherwise indicated on the following dates and times:

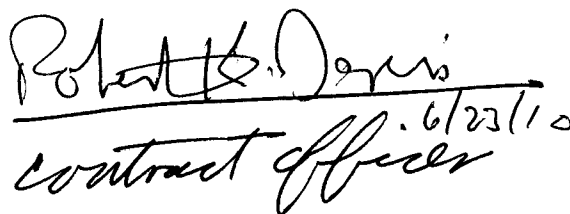
<u>DATE</u>	<u>PLACE</u>	<u>TIME</u>	<u>GUARANTEE</u>
TBA	TBA	TBA	TBA



Joe Alleva
Director of Athletics
Louisiana State University



Joel Erdmann
Director of Athletics
University of South Alabama



Robert H. Davis
contract officer
6/23/10