



December 19, 2014

Mr. Joe Alleva
Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Baton Rouge, LA 70803

Dear Joe:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above (the "**Effective Date**"), by and between ESPN Regional Television, Inc., ("**ERT**") and Louisiana State University (LSU) ("**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 named the "AdvoCare Texas Kickoff" (the "**Event**") to be played at NRG Stadium in Houston, TX (the "**Site**"). The "**Date**" for the game is Saturday, September 2, 2017. The School agrees to play Brigham Young University ("BYU") in the Event. The exact time of the Event shall be determined by ERT.
 - a. LSU will be the Home team assigned to the Southeast locker rooms and will occupy the East sideline. BYU will be the Road team and will be assigned the Southwest locker rooms and will occupy the West sideline.
 - b. LSU will wear white uniforms as the home team and BYU will wear dark uniforms as the road team.
 - c. Game officials will be arranged by and at the expense of ERT. The intent is to have Big 12 officials work this event. Officials to be assigned by Walt Anderson, supervisor of officials from the CFO.
 - d. The decision to open the roof and end zones will be made by ERT in its sole discretion and will be guided by the safety of the student athletes and comfort of the fans. ERT will develop specific guidelines for the opening roof in consultation with the schools. The decision to open or close the roof will be based solely on the established guidelines that will be developed in consultation with both institutions

2. In consideration of School's participation in the Event, ERT shall pay School four million dollars (\$4,000,000.00) (the "Fee"). The Fee shall be paid by ERT to School (in a form and manner mutually agreed upon by the parties) within thirty (30) days following the Event.

Additionally, School shall receive three (3) complimentary twenty (20) person suites and 75 parking passes in close proximity to the stadium. Food and beverage for suites shall be the financial responsibility of the School.

3. ERT has the right to make the final determination on ticket prices after the 2016 season is complete. ERT will consult with each institution before prices are finalized.
- a. School agrees to purchase twenty-five thousand (25,000) tickets to the Event distributed within the sections as outlined below (the final distribution is within ERT's reasonable discretion after meaningful consultation with the School). ERT will make these tickets available for LSU to put in their ticketing system to selling directly to their fans.

<u>PRICE</u>	<u>SECTIONS</u>	<u>ALLOTMENT</u>
\$215.00	125-128, 335-340	4150
\$150.00	122-124, 129-131, 329-334, 341-346	6300
\$90.00	132 -140	5450
\$75.00	347-356	2000
\$60.00	527-541	1800
\$40.00	627-652	4800
\$95.00	743-752	500

- b. School shall receive four hundred (400) complimentary tickets (location to be determined by ERT in consultation with LSU).
- c. ERT agrees to make available one thousand (1,000) tickets at a price of twenty dollars (\$20.00) per ticket for LSU Students. Tickets to be located in the upper deck.
- d. ERT agrees to provide complimentary tickets for up to five hundred (500) members of the School band to be located in a section to be determined by ERT.
- e. The School's uniformed cheerleaders, dance team, and mascot (up to thirty (30) participants in total from all three of the foregoing categories) will be admitted to the Event at no charge with credentials. All Spirit squad members should arrive at the Stadium in uniform as no locker room facilities will be available.

4. Schools agree to stay at the Host Hotel as designated by ERT in consultation with School. ERT agrees to obtain favorable, competitive rates in the marketplace for the Official Travel party hotel rooms in the Downtown Houston or Galleria area. Such hotel

rooms, and other costs of transportation and lodging, shall be at the cost and expense of the individual institution. ERT will consult with the school on their exact needs from the host hotel in terms of catering, meeting rooms etc.

5. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA.
6. If the School is placed under conference or NCAA sanctions so that that value of the Event is materially decreased as determined by ERT (e.g. sanctions that allow for immediate transfer of football student athletes or a television ban), then ERT and the School shall mutually agree upon a reduction of the Fee, as appropriate.
7. ERT shall arrange for and pay all costs associated with the Site as required for the Event (including, but not limited to, leasing/renting the Site, paying all officials, etc.).
8. The School agrees to provide assistance in the marketing, promotion, and sales tickets for the Event by providing a minimum of the following:
 - a. School agrees to cooperate reasonably in marketing and promotion of the Event by distributing promotional information to students, alumni (including, but not limited to, Houston-area alumni), booster club(s) and displaying Event and ticket information in the School's ticket offices, football stadiums, and other pertinent venues and outlets. School shall use reasonable efforts to make its head coach available for all standard and reasonable media sessions prior to the Event including participating in radio and television commercials promoting the Event. School will use best efforts to market the Event to its season ticket holders and alumni; the specific recipients, methods, and marketing plans are in the reasonable discretion of the School after meaningful consultation with ERT.
 - b. School hereby grants to ERT the non-exclusive right and license to use the School's name and marks (as provided by the School) for merchandising purposes in connection with the Event subject to normal marketing and licensing fees. ERT shall reasonably consult with School as to the look and feel of all Event-related merchandise. School shall have the right to approve any use of School's name or marks on merchandising, such approval not to be unreasonably or untimely withheld. Further, School hereby grants ERT a non-exclusive right and license to use the School's names and marks (as provided by School) in connection with the promotion of the Event and the promotion and Distribution of the Program.

9. **MARKETING, MERCHANDISING AND PROGRAMS**

- a. ERT shall have the limited right to use School's logos and Stadium logos to market and produce the Game. ERT or its designated contractor shall have the right to produce and sell game-specific merchandise at the Stadium and surrounding areas, which includes School's logos/marks with any royalties due to the teams or their designee (including CLC) being subject to their current licensing agreements. Provided, however, all such uses of School's logos/marks shall only be after approval by the respective owner of such specific use, and shall specifically not

provide any link to any third-party sponsor or commercial product, entity, or service, without specific approval of said university. ERT is not provided any "pass through" rights with respect to said School's logos or marks, and may not use the same as a direct endorsement of any product or other services.

- b. ERT or its designee shall be permitted to sell Houston Texans merchandise before, during, and after the Game.
- c. ERT retains the right to create and sell the game program. Vending will be through the ERT vendor and revenue shall belong to ERT.

10. **MEDIA DISTRIBUTION RIGHTS**

- a. School and ERT each acknowledge and agree that the media distribution rights for the Event are covered by the terms and conditions of that certain agreement dated August 1, 2008 by and between ESPN, Inc. and the Southeastern Conference (the "**SEC Master Agreement**") and in this regard the Event is considered a "Game" as defined in the SEC Master Agreement.
- b. As between School and ERT, ERT 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 ERT'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. ERT 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. ERT has the right (and may grant others the right) to reproduce or disseminate in any medium, the name, likeness, and voice of each person appearing in or connected with the Programs as well as names, trademarks, and other identities of the School for all purposes connected with ERT's exploitation of the Programs and ERT's programming services, but not as a direct endorsement of any product or other services. As between School and ERT, ERT is the sole owner of the Programs and all of its/their constituent elements (and any other material shot by ERT 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. The copyright for this game is governed by SEC agreement. ERT is the sole and exclusive owner of all other rights arising out of, ancillary or subsidiary to, or otherwise associated with the Programs, 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

- c. ERT has the exclusive right to (i) acquire a title sponsor for the Event and sell any and all advertising and sponsorship associated with the Event and the Program in accordance with NCAA regulations and retain all revenue therefrom. AdvoCare is the title sponsor for the 2016 game.
- d. School has non-exclusive terrestrial radio broadcast rights for its established radio networks in the School's local footprint and the non-exclusive satellite radio distribution rights within the entire domestic United States and School will be provided sufficient space at the Site to originate such radio distributions. Additionally, the School retains the rights to obtain and use its own recordings of the Event in accordance with the current media rights agreement, for internal, non-commercial purposes such as teaching and coaching videos and other similar uses and will be provided sufficient locations at the Site for such recording purpose (though School acknowledges that ERT/ESPN, or a secondary Distributor (as applicable) shall have first priority camera positions in all locations).

11. **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, **TO THE EXTENT PERMITTED BY APPLICABLE LAW.** 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.

12. **MISCELLANEOUS**

- a. This Agreement becomes binding only when signed by both parties, and can only be modified in writing, signed by both parties. School may not assign any of its rights or obligations under this Agreement without the prior written consent of ERT, and any purported assignment without that consent is void *ab initio*. ERT may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
- b. Neither ERT nor the School shall be liable if for any reason all or any portion of the Event is shortened or canceled due to extreme weather, war, act of God, national emergency, governmental restriction, or like cause, the occurrence of which is not within the control of ERT or School (an event of "**Force Majeure**"). ERT shall use commercially reasonable efforts to reschedule the Event if it is canceled due to a Force Majeure occurrence to a new date and time and the School shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own

scheduling limitations.

- c. This Agreement represents the entire agreement between ERT and the School and may be amended only in writing signed by both ERT and the School. Each party acknowledges that it has read and freely signed this Agreement.
- d. 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 ERT 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.
- e. Each party agrees to obtain/maintain at its own expense insurance in accordance with highest industry standards.
- f. 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 the address indicated above, and as to ERT, to the following address: ESPN Regional Television, 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).

If the aforementioned terms and conditions are in accordance with the School's understanding, please confirm by signing below and returning two originals or a scanned .pdf copy to my attention. I will then sign and forward a fully executed version to you for your files. Thank you!

Sincerely,



1/5/15

Pete Derzis

Senior Vice President and General Manager
ESPN REGIONAL TELEVISION, INC.

By: SCHOOL

NAME:



TITLE:

Athletic Director

DATE:

1-5-15

cc: Verge Ausberry - LSU