



SYRACUSE UNIVERSITY FOOTBALL AGREEMENT

This agreement entered into the ____ day of January, 2014, by and between **SYRACUSE UNIVERSITY** and **LOUISIANA STATE UNIVERSITY** shall confirm the arrangements and conditions under which their varsity teams will compete in two (2) games of intercollegiate football ("the game" or "the games") to be played on the following dates at the following locations:

2 Per Addendum on April 10th 2014 *Jallu*

DATE <i>Sept 26th</i>	PLACE	TIME
September 12, 2015	Syracuse University	TBD
September 9, 2017	Louisiana State University	TBD

Sept. 23, 2017 Per addendum 1-14-15

Game time will be decided by the **HOME TEAM**, but shall be no earlier than 11:00 a.m. local time and no later than 8:15 p.m. local time unless mutually agreed upon.

In consideration of the mutual promises and covenants contained and other good and valuable consideration, the parties, intending to be legally bound agree as follows:

1. Rules for the Contest:

Each contest shall be governed by the rules of the National Collegiate Athletic Association ("NCAA"), the conferences of the respective institutions, and the guidelines of the American Football Coaches Association ("AFCA") as in effect at the time of the contest.

2. Eligibility of Team Members:

The eligibility of all players to participate in said games shall be determined by the rules and regulations of its own organization, conference, institution and the NCAA in effect at the time of the contest.

3. Officials: The officials for the 2015 game at Syracuse University will be appointed by The Southeastern Conference (SEC). For the 2017 game, the officials will be appointed by the Atlantic Coast Conference (ACC).

4. Financial Considerations:

The **HOME TEAM** for each game shall compensate the **VISITING TEAM** as set forth below, and no other compensation shall be due or payable:

- a. A flat fee of **\$550,000** will be provided to Louisiana State University for the *9/26/15* ~~9/12/15~~ contest.
- b. A flat fee of **\$550,000** will be provided to Syracuse University for the ~~9/17/17~~ *9/23/17* contest.

Other: Revenue from radio and television shall be handled as set forth in subsequent paragraphs and shall be in addition to any compensation payable under this paragraph.

5. Game Expenses: The Home school shall manage the games and shall be responsible for arranging and conducting the ticket sales, advertising, and all other details attendant to hosting a Division I intercollegiate football game, and paying all expenses associated therewith, except for the expenses of the visiting institution.

6. **Settlement:** Payment due under this agreement shall be made no later than **February 1** following the contest.
7. **Allocation of Tickets:**
- The **HOME TEAM** will establish ticket prices.
 - The **VISITING TEAM** shall be allotted **350** complimentary tickets.
Bands, cheerleaders and mascots for each institution shall be admitted without charge when in uniform and shall not be included in the complimentary ticket allotment.
 - The **VISITING TEAM** shall be allotted a minimum of **3,000** tickets for sale to its followers, said tickets to be in number and location as assigned by the **HOME TEAM** as available. In July prior to each game, the home team will exchange stadium seating charts indicating the location of the **VISITING TEAM'S** allocation of seats. Any unused tickets (except those included as complimentary) in excess of 500 tickets should be returned by the **VISITING TEAM** one month prior to the game to insure their sale. In no case shall more than 100 tickets be returned later than 48 hours prior to the game and no more than 50 tickets shall be returned later than the day of the game. The **VISITING TEAM** is responsible for paying the **HOME TEAM** for unused tickets if the tickets are not returned by the agreed date.
8. **Bench Passes:**
The **VISITING TEAM** shall be allowed **60** bench passes at no charge. These shall be in addition to complimentary tickets, and to the free admission of cheerleaders and mascots, but shall not include athletic director's/press box and coaches booth passes. They are for use by all bench personnel with the exception of varsity players in uniform. All **VISITING TEAM** bench passes will be restricted to the **VISITING TEAM** bench area.
9. **Credentials:**
The **VISITING TEAM** shall be provided a minimum of **ten** all area-passes, **eight** coaches booth passes, **four** team/coaches video passes, **two** coaches phone operator passes, **one** field pass for the cheerleading coach, and **twelve** parking passes for use by the football program and administration (6 reserved, 4 bus, 1 equipment truck and 1 equipment van). Additional credential requests shall be subject to mutual agreement, availability and facility constraints.
10. **Programs:**
The **VISITING TEAM** shall be furnished **100** free programs, to be delivered to its dressing room at least three hours before game time.
11. **Concession, Parking, and Program Income:**
The **HOME TEAM** shall have the exclusive rights to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the **HOME TEAM**.
12. **Friday Practice:**
If requested by the **VISITING TEAM**, no later than three weeks (21 days) before the date of the game, the **HOME TEAM** will arrange appropriate on-campus practice space for the **VISITING TEAM** to hold a one-hour Friday afternoon walk-through session. The **HOME TEAM** administration shall make appropriate arrangements to ensure that this Friday practice opportunity is a "closed practice".
13. **Arrival of Teams:**
The teams shall present themselves at the site of the contest in condition to play at least **45** minutes before the time advertised as the starting time of the contest.

14. Halftime:

Halftime shall be **20** minutes and will not be extended for any ceremonies. The 20-minute clock will be started on cue by the referee in conjunction with the television producer, or in the event of no live television coverage, by the referee at his discretion as the teams and staff are concluding their departure from the field.

15. Radio Rights:

- a. The **VISITING TEAM** shall be allowed one free outlet for a live commercial radio broadcast and shall retain the revenue from such broadcast, and one free student non-commercial radio broadcast. The **HOME TEAM** shall provide press box broadcast facilities for the **VISITING TEAM** and shall not be required to make any alteration to existing facilities.
- b. The flagship stations of both teams shall be permitted to sell their locally produced radio broadcasts to their network of affiliate stations, as well as to a conference or institutional satellite radio carrier (e.g., Sirius) consistent with its network partners.
- c. Each team may also make their locally produced radio broadcasts available via an institutional athletics or conference website.
- d. The home team also shall have the right to sell national syndication Radio rights to a Radio carrier (e.g., Westwood One) which has a network of terrestrial affiliates throughout the United States, but must not clear the single local market of each team without permission.

- 16. Telecast:** Telecast Rights (as defined herein) for the football games contracted for in this Agreement are granted to the conference of the **HOME TEAM** (or if the **HOME TEAM** is not a member of a Conference, then to the **HOME TEAM**), provided that if the Atlantic Coast Conference team is the **VISITING TEAM** for a game and such game will be played at a neutral site, the grant of Telecast Rights for such game is subject to the prior written approval of the Atlantic Coast Conference. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcasts (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DVD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. A division of the Telecast Rights fees between the **HOME TEAM** and the **VISITING TEAM** will be determined prior to the Telecast of any neutral site basketball game as contracted for in this Agreement. In addition, in connection with any Telecast of any such game, all rules, regulations and relevant contractual obligations of the Conferences to which the parties may belong which are applicable to the Telecast of basketball games must be complied with, and the relevant rules and regulations of the NCAA must also be complied with.

17. Damages:

- a. If this agreement is breached by the **VISITING TEAM** and no contest occurs between the **HOME TEAM** and **VISITING TEAM**, and if no contest with a team of similar stature is scheduled by the **HOME TEAM** to replace the one canceled because of the breach, then the **VISITING TEAM** shall pay to the **HOME TEAM**:
 - 1) expenses incurred by the **HOME TEAM**, if any, in preparing for the event. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach and,
 - 2) a liquidated sum of **\$750,000**. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum shall represent liquidated damages for the **HOME TEAM'S** loss of revenue.
- b. If this agreement is breached by the **HOME TEAM**, and no contest occurs between the **HOME** and **VISITING TEAMS**, and if no contest with a team of similar stature is scheduled by the **VISITING TEAM** to replace the one canceled because of the breach, then the **HOME TEAM** shall pay the **VISITING TEAM** a liquidated sum of **\$750,000**. The parties agree that it is difficult to predict attendance and revenues for any event so that this sum shall represent liquidated damages for the **VISITING TEAM'S** loss of revenue.

18. Indemnification:

Each party agrees to indemnify, defend and hold harmless the other, from and against any and all claims, demands, costs (including attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of that party, or its employees, agents and assigns. Each party shall maintain and keep in force at its own expense policies of Commercial General Liability, Automobile, Statutory Workers' Compensation and Employees Liability, and Sports Accident Medical Insurance. The insurance carrier(s) must have an AM Best's Insurance Rating of at least A- (excellent) and a financial size of VIII or higher and be authorized to conduct business in the State of New York with the below minimum requirements:

A. Commercial General Liability.

- i. Limits \$5,000,000 per occurrence, \$5,000,000 aggregate.
- ii. Policy shall provide coverage including but not limited to bodily injury, property damage and contractual liability coverage referring to this Agreement.
- iii. For games played at Syracuse University, the policy shall name Syracuse University, and its trustees, officers, volunteers, employees, servants and agents as additional insured. For games Syracuse plays at a Host Institution, Syracuse University shall name the Host Institution as an additional insured.
- iv. State that "the insurance afforded is primary insurance as to any other valid and collectible insurance in force and non-contributory to any policies of the University."
- v. Policy shall cover and corresponding Certificate of Insurance shall indicate: "This insurance covers bodily injury to any person while practicing for or participating in any sports or athletics contest, exhibition or events sponsored by the Named Insured."

B. Automobile Liability.

\$1,000,000 combined single limit bodily injury and property damage covering vehicles owned non-owned, hired or otherwise used or furnished for the use of Insured or its officers, associates, agents, volunteers, or employees.

C. Workers' Compensation and Employers Liability as required by applicable state law.

D. Sports Accident Medical Insurance.

A policy with a minimum \$10,000 benefit for any one accident incurred by an insured person for medical care which results from injuries that occurred while participating in the game.

E. Host Institution shall be responsible for security, crowd control, emergency medical services and other applicable services as needed.

Each party shall deliver to the other certificates evidencing the required insurance. Certificate of Insurance shall indicate: "The insurance afforded is primary and non-contributory to any insurance the University may maintain. This insurance covers bodily injury to any person while practicing for or participating in any sports." If any of the insurance policies required by this Agreement include deductibles or self-insured retentions, satisfaction of the deductibles or self-insured retentions shall be the sole responsibility of the party required to carry the insurance.

19. Impossibility:

If an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest shall be canceled, and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such a catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement. The punishment or sanctioning of either party by the NCAA or its member conference shall not be considered "beyond the control of either party" and shall not relieve the sanctioned party of its obligations hereunder, including all financial obligations.

20. Termination:

This agreement may be terminated by either party in writing upon the occurrence of any of the following events:

- a. Failure of a party to perform any of its obligations under this contract and the continuance of such failure for a period of thirty (30) days after written notice of such failure; or
- b. The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA such that a party may be barred from participation in live television coverage of the contest.

21. Enforceability:

If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any application of such provision shall not be affected.

22. Authorizations:

The persons executing this agreement on behalf of their respective institution warrant that they are duly authorized to do so.

23. Assignment:

This agreement may not be assigned by either party without the written consent of the non-assigning party.

24. Integration:

This contract is the total agreement between the two parties. Any additions or modifications must be in writing signed by both parties.

SYRACUSE UNIVERSITY

FED ID#: 15-0532081

By: _____

~~Rebecca L. Foote~~

Comptroller

Date: _____

DAVID J Smith

Treasurer

4-17-14

LOUISIANA STATE UNIVERSITY

FED ID#: _____

By: _____

Print Name: _____

Title: _____

Date: _____

72-6000848

J. Allen

Athletic Director

2-27-14



SYRACUSE UNIVERSITY

DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

April 10, 2014

Mr. Verge Ausberry, Jr.
Senior Associate Athletic Director
Louisiana State University
P.O. Box 25095
Baton Rouge, LA 70894-5095

Dear Verge,

This document will serve as an addendum to the original contract signed by our two Universities. We have mutually agreed to move the September 12, 2015, contest to September 26, 2015. The game will still be played in the Carrier Dome.

Please sign below to acknowledge the change and return this document in the enclosed self-addressed envelope.

Thanks, Verge, and please call me if you have any questions.

Sincerely,

Herman R. Frazier
Deputy Athletic Director

LOUISIANA STATE UNIVERSITY

By:

Print Name: Verge S. Ausberry Jr.

Title: Sr. Associate Athletics Director

Date: 4-14-14



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17. Damages:

- a. If this agreement is breached by the **VISITING TEAM** and no contest occurs between the **HOME TEAM** and **VISITING TEAM**, and if no contest with a team of similar stature is scheduled by the **HOME TEAM** to replace the one canceled because of the breach, then the **VISITING TEAM** shall pay to the **HOME TEAM**:
 - 1) expenses incurred by the **HOME TEAM**, if any, in preparing for the event. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach and,
 - 2) a liquidated sum of **\$750,000**. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum shall represent liquidated damages for the **HOME TEAM'S** loss of revenue.
- b. If this agreement is breached by the **HOME TEAM**, and no contest occurs between the **HOME** and **VISITING TEAMS**, and if no contest with a team of similar stature is scheduled by the **VISITING TEAM** to replace the one canceled because of the breach, then the **HOME TEAM** shall pay the **VISITING TEAM** a liquidated sum of **\$750,000**. The parties agree that it is difficult to predict attendance and revenues for any event so that this sum shall represent liquidated damages for the **VISITING TEAM'S** loss of revenue.

18. Indemnification:

Each party agrees to indemnify, defend and hold harmless the other, from and against any and all claims, demands, costs (including attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of that party, or its employees, agents and assigns. Each party shall maintain and keep in force at its own expense policies of Commercial General Liability, Automobile, Statutory Workers' Compensation and Employees Liability, and Sports Accident Medical Insurance. The insurance carrier(s) must have an AM Best's Insurance Rating of at least A- (excellent) and a financial size of VIII or higher and be authorized to conduct business in the State of New York with the below minimum requirements:

- A. Commercial General Liability.
 - i. Limits \$5,000,000 per occurrence, \$5,000,000 aggregate.
 - ii. Policy shall provide coverage including but not limited to bodily injury, property damage and contractual liability coverage referring to this Agreement.
 - iii. For games played at Syracuse University, the policy shall name Syracuse University, and its trustees, officers, volunteers, employees, servants and agents as additional insured. For games Syracuse plays at a Host Institution, Syracuse University shall name the Host Institution as an additional insured.
 - iv. State that "the insurance afforded is primary insurance as to any other valid and collectible insurance in force and non-contributory to any policies of the University."
 - v. Policy shall cover and corresponding Certificate of Insurance shall indicate: "This insurance covers bodily injury to any person while practicing for or participating in any sports or athletics contest, exhibition or events sponsored by the Named Insured."
- B. Automobile Liability.

\$1,000,000 combined single limit bodily injury and property damage covering vehicles owned non-owned, hired or otherwise used or furnished for the use of Insured or its officers, associates, agents, volunteers, or employees.
- C. Workers' Compensation and Employers Liability as required by applicable state law.

D. Sports Accident Medical Insurance.

A policy with a minimum \$10,000 benefit for any one accident incurred by an insured person for medical care which results from injuries that occurred while participating in the game.

E. Host Institution shall be responsible for security, crowd control, emergency medical services and other applicable services as needed.

Each party shall deliver to the other certificates evidencing the required insurance. Certificate of Insurance shall indicate: "The insurance afforded is primary and non-contributory to any insurance the University may maintain. This insurance covers bodily injury to any person while practicing for or participating in any sports." If any of the insurance policies required by this Agreement include deductibles or self-insured retentions, satisfaction of the deductibles or self-insured retentions shall be the sole responsibility of the party required to carry the insurance.

19. Impossibility:

If an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest shall be canceled, and neither party shall be responsible to the other for any loss or damage.

Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such a catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement. The punishment or sanctioning of either party by the NCAA or its member conference shall not be considered "beyond the control of either party" and shall not relieve the sanctioned party of its obligations hereunder, including all financial obligations.

20. Termination:

This agreement may be terminated by either party in writing upon the occurrence of any of the following events:

- a. Failure of a party to perform any of its obligations under this contract and the continuance of such failure for a period of thirty (30) days after written notice of such failure; or
- b. The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA such that a party may be barred from participation in live television coverage of the contest.

21. Enforceability:

If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any application of such provision shall not be affected.

22. Authorizations:

The persons executing this agreement on behalf of their respective institution warrant that they are duly authorized to do so.

23. Assignment:

This agreement may not be assigned by either party without the written consent of the non-assigning party.

24. Integration:

This contract is the total agreement between the two parties. Any additions or modifications must be in writing signed by both parties.

SYRACUSE UNIVERSITY

FED ID#: 15-0532081

By: _____

Rebecca L. Foote

Comptroller

Date: _____

LOUISIANA STATE UNIVERSITY

FED ID#: 72-6000848

By: J. Allen

Print Name: _____

Title: Athletic Director

Date: 2-27-14



SYRACUSE UNIVERSITY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

January 14, 2015

Mr. Verge S. Ausberry
Senior Associate Athletic Director/Operations & Administration
LSU Athletic Administration Building
Nicholson Drive at North Stadium Drive
Baton Rouge, Louisiana 70803

Dear Verge,

This document will serve as an addendum to the original contract signed by our two Universities. We have mutually agreed to move the September 9, 2017, contest to September 23, 2017. The game will still be played at LSU.

Please sign below to acknowledge the change and return this document in the enclosed self-addressed envelope.

Thanks, Verge, and please call me if you have any questions.

Sincerely,

Handwritten signature of Herman R. Frazier in black ink.

Herman R. Frazier
Deputy Athletic Director

LOUISIANA STATE UNIVERSITY

By: Verge Ausberry

Print Name: Verge Ausberry

Title: Sr. Associate Athletic Director

Date: 1-14-15