

FOOTBALL GAME AGREEMENT

THIS FOOTBALL GAME AGREEMENT ("Agreement") is made and entered into by and between Rice University ("Rice") and Louisiana State University ("LSU").

The purpose of this Agreement is to formalize arrangements for two varsity football games between Rice and LSU.

THEREFORE, in consideration of the foregoing, the provisions and benefits outlined below, and for other good and valuable consideration, Rice and LSU agree as follows:

1. Event

Rice and LSU shall cause their varsity football teams to play two games in accordance with the terms of this Agreement ("Games"). Rice will be the Home Team for the game at NRG Stadium ("NRG") and LSU will be the Home Team for the game in Baton Rouge. The Games shall be held as follows:

<u>DATE</u>	<u>Home Team</u>	<u>LOCATION</u>	<u>TIME</u>
Week Three, 2020	Rice	NRG Stadium, Houston, Texas	TBA
TBD, 2024	LSU	Baton Rouge, Louisiana	TBA

Rules and Regulations

The Games shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") as in effect at the time of the Games.

2. Eligibility of Team Members

The athletics eligibility of each team member to participate in the Games shall be governed by the rules and regulations of his institution, the rules of his institution's athletics conference and by the NCAA.

3. Officials

Conference USA will assign officials for the game at NRG and the Southeastern Conference will assign officials for the game in Baton Rouge.

4. Compensation

- a. For the game at NRG, Rice shall pay LSU Three Million Five Hundred Thousand Dollars (\$3,500,000).
- b. For the game in Baton Rouge, LSU shall pay Rice Two Million Dollars (\$2,000,000).
- c. The Home Team shall pay the Visiting Team the amounts outlined in Sections 4(a) and 4(b) no later than February 15 following the Game.

- d. Revenue from radio and television shall be handled as set forth in Section 7 and shall be in addition to any compensation payable under this Section.
- e. The Home Team shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concession and parking shall be the sole property of the Home Team.

5. Tickets and Programs

- a. The Home Team shall set the ticket prices.
- b. The Home Team shall allow the Visiting Team 600 complimentary tickets, inclusive of tickets for the visiting teams marching bands.
- c. No tickets shall be allocated to the following people, all of whom shall be admitted free of charge: (i) cheerleaders, dance team and mascots for each team, when in uniform; and (ii) game workers, defined as those who have a specific and necessary duty to perform at the game and do not occupy saleable seats.
- d. For the game at NRG, LSU will purchase a minimum of Fifteen Thousand (15,000) tickets at face value and have access to at a minimum, an additional Fifteen Thousand (15,000) tickets. For each 15,000 ticket allotment, fifty percent (50%) will be upper (300-600 level) and fifty percent (50%) will be lower (100 level) and on the sidelines.
- e. The Home Team shall provide the Visiting Team with One Hundred (100) free programs to be delivered to its dressing room at least one hour before game time.

6. Sideline and Press Box Passes

- a. The Home Team shall provide the Visiting Team the following: 60 sideline passes, ten (10) coaches booth passes, eight (8) video booth passes, twenty five (25) all-access passes and one hundred fifty (150) parking passes.
- b. For the game at NRG, LSU will be provided two (2) suites with a maximum number of tickets for the athletic director.
- c. For the game at LSU, Rice will be provided with one (1) suite with a maximum number of tickets for the athletic director.

7. Broadcast Rights

- a. The Home Team shall retain the revenue from and have full control of all television and radio rights to broadcast the Game as well as all film rights.
- b. Notwithstanding the foregoing, the Visiting Team shall be allowed one free commercial outlet for a live radio broadcast and shall retain the revenue from such broadcast.

- c. Rice and LSU acknowledge and agree that all television rights for Games played pursuant to this Agreement are subject to television agreements entered into by Conference USA and/or the Southeastern Conference on behalf of their members.
- d. The Visiting Team shall have the right to a live telecast into its home market if it is not in conflict with either conference's television agreements, which shall supersede this Agreement.
- e. The Visiting Team shall have the right to produce films and/or videotapes of the Games for coaching purposes, for non-broadcast, non-commercial purposes, for television highlights and for use in a weekly coaches' show. The Home Team agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes.
- f. Any other usage by the Visiting Team of footage of the Game(s) played pursuant to this Agreement shall be governed by a separate agreement between the television partner of the Home Team and the Visiting Team.
- g. The Visiting Team acknowledges that the scheduled start time for the Game(s) may be subject to change for the purpose of accommodating live television opportunities.

8. Damages

- a. Rice and LSU agree that (1) the actual damages likely to result from a team's failure to appear and participate in any of the Games are impossible or extremely difficult to estimate as of the date of this Agreement because canceling any Game could result in a loss of funding from the many sources, including the following: television revenue, ticket sales that may need to be refunded, and loss of sales from concessions, as well as other sources of revenue; (2) the liquidated damages represent reasonable compensation for the non-breaching party's damages; and (3) the liquidated damages are intended to compensate the non-breaching party's actual damages and are not intended to serve as a punishment or penalty.
- b. The party whose team fails to appear and participate in any Game shall pay the other party the following liquidated damages within (60) calendar days of such Game date:
 - (i) 2020 Game = Two Million Dollars (\$2,000,000)
 - (ii) 2024 Game = Two Million Dollars (\$2,000,000)
- c. Notwithstanding Sections 8(a) and (b) above, the parties expressly understand and agree that the Game to be played at NRG is contingent upon Rice reaching mutually agreeable terms with NRG to host the Game there. In the event that Rice is unable to reach an agreement with NRG to host the Game there, Rice shall promptly notify LSU, and neither Rice nor LSU shall have any obligation to play such Game, and neither Rice nor LSU shall have any liability or owe the other party any damages, liquidated or otherwise, as a result of not playing such Game.

9. Force Majeure

- a. If an unforeseen catastrophe beyond the control of the Home Team (including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, failure of public utilities, or unusually severe weather) makes impossible the playing of a Game, the Game shall be cancelled and neither party shall be responsible to the other for any loss or damage.
- b. Cancellation of a Game under this paragraph shall not be deemed a breach of this Agreement.
- c. Notice of such catastrophe or disaster shall be given as soon as reasonably practicable.
- d. No such cancellation shall affect the parties' obligations as to the other Game covered by this Agreement.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. Integration

This Agreement is the total agreement between Rice and LSU, superseding all prior agreements, if any, with respect to the subject matter hereof. The Parties expressly understand and agree that the dates and times for both Games are to be mutually agreed upon by Rice and LSU, as well as NRG for the Game to be played there. Any additions or modifications to this Agreement must be in writing and signed by both Rice and LSU.

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Agreement as of the date set forth under their respective signatures.

RICE UNIVERSITY

By: David W. Leebron
David W. Leebron
President

Date: 5/5/2016

By: Joe Karlgaard
Joe Karlgaard
Director of Intercollegiate Athletics

LOUISIANA STATE UNIVERSITY

By: Joe Alleva
Joe Alleva
Director of Intercollegiate Athletics

Date: _____