



ADMINISTRATION

Louisiana State University • Department of Athletics

February 10, 2017

Mr. Matt Roan
Director of Athletics
Nicholls State University
P.O. Box 2032
Thibodaux, La. 70310

Dear Matt

By signing below both parties, agree to move the playing date of the game originally contracted on April 8, 2016 from September 5, 2020 to October 3, 2020.

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
Deputy Director of Athletics
Louisiana State University

Joe Alleva
Director of Athletics
Louisiana State University

Matt Roan
Director of Athletics
Nicholls State University





FOOTBALL GAME CONTRACT

This AGREEMENT is made and entered into this 8th day of April, 2016 by and between Louisiana State University (hereinafter designated as the HOME TEAM) and Nicholls State University (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 5th day of September, 2020. The time of said contest will be determined by the HOME TEAM.
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 the fixed sum of \$575,000 on or before January 31, 2021.
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 (60) sideline passes for the use of coaches, trainers and working personnel only. 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:
Nicholls State University 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 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 Nicholls State University has or will have any such Broadcast Rights, Nicholls State University 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.)

The Nicholls State University hereby grants each Broadcaster a license to use the trademarks and logos of Nicholls State University and the names and likenesses of The Nicholls State University's individual [Game] players, participants and coaches to promote and publicize the [Game] and the participating teams and institutions, provide 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. Nicholls State University warrants to Louisiana State University that Nicholls State University 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. It is agreed by both parties that in the event of a breach of contract by either party, actual damages would be of an uncertain amount and, in view of that fact; the breaching party shall pay the non-breaching party \$1,000,000 as reasonable and contemplated liquidated damages.
10. Officials for the game shall be assigned by the Southeastern Conference.
11. This Contract shall be governed by Louisiana Law.
12. In the event of fire, weather related events, 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:

DATE

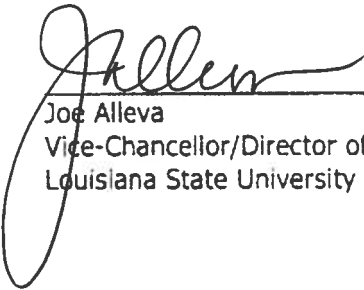
PLACE

TIME

TBA

TBA

TBA



Joe Allewa
Vice-Chancellor/Director of Athletics
Louisiana State University



Rob Bernardi
Director of Athletics
Nicholls State University