

March 13, 2017

**Via Email (rspear@uidaho.edu)
and U.S. Mail**

Rob Spear
Director of Athletics
University of Idaho
Kibbie-ASUI Activity Center
875 Perimeter Drive – MS 2302
Moscow, ID 83844-2302

Re: Football Game Contract Between Louisiana State University and University of Idaho

Dear Mr. Spear:

This letter is written in reference to the “Football Game Contract” (the “Agreement”) entered into on September 14, 2015, by and between Louisiana State University (“LSU”) and University of Idaho, which provides for a varsity football game between those institutions to occur in Baton Rouge, Louisiana on November 21, 2020.

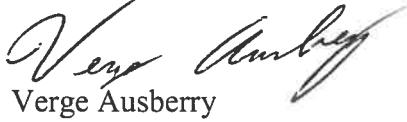
LSU has learned that University of Idaho has made the decision to move its football program from the NCAA Football Bowl Subdivision (“FBS,” formerly Division I-A) to the Football Championship Subdivision (“FCS,” formerly Division I-AA), beginning in 2018. Under Paragraph 9(C) of the Agreement, in the event either team fails to maintain Division I-A membership, the other team has the right to cancel the game without penalty upon reasonable notice to the other party. Pursuant to that provision of the Agreement, LSU hereby exercises its right to cancel the game without penalty and provides this notice of that election.

LSU regrets to make this decision, but trusts that you understand our position. Should you have any questions regarding this matter, please do not hesitate to contact me.

Rob Spear
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Sincerely,

LSU DEPUTY DIRECTOR OF ATHLETICS

A handwritten signature in black ink, appearing to read "Verge Ausberry". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Verge Ausberry



FOOTBALL GAME CONTRACT



This AGREEMENT is made and entered into this 14th day of September, 2015 by and between Louisiana State University (hereinafter designated as the HOME TEAM) and University of Idaho (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 21st day of November, 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 for the 2020 game the fixed sum of \$1,400,000 on or before January 31st, 2021. 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 2,000 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:

University of Idaho 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 Idaho has or will have any such Broadcast Rights, University of Idaho 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 Idaho hereby grants each broadcaster a license to use the trademarks and logos of University of Idaho and the names and likenesses of University of Idaho University'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 Idaho warrants to Louisiana State University that University of Idaho 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 - \$700,000;

2) 12 months or more, but less than 24 months from the date of the game - \$950,000;

3) Less than 12 months from the date of the game - \$1,200,000.

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.

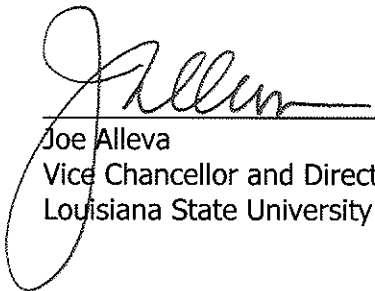
10. Officials for the 2020 game shall be assigned by the Southeastern Conference.

11. This contract shall be governed by Louisiana Law.

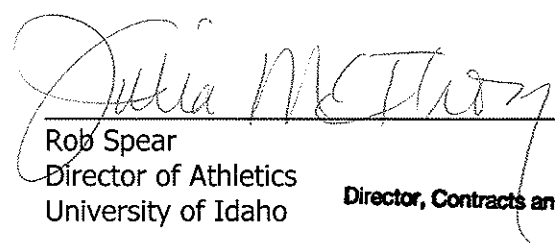
12. In the event of fire, weather related events, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority or prohibitory or governmental authority, including that of the Southeastern Conference or the National Collegiate Athletic 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 time:

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


Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University

For the Regents of the University of Idaho


Rob Spear
Director of Athletics
University of Idaho


Director, Contracts and Purchasing Services