



January 31, 2020

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

Dear Scott:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above (the "**Effective Date**"), by and between ESPN Productions, Inc. ("**EPI**") and Louisiana State University ("**LSU**" or "**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 currently known as the **Camping World Kickoff** (the "**Event**") to be played at Camping World Stadium in Orlando, FL (the "**Venue**") during Labor Day Weekend 2023 (on either Saturday, September 2, or Sunday, September 3 – the specific date to be determined by EPI with notice to LSU) against the Florida State University varsity men's football team ("**FSU**" or "**Opponent**"). The exact time of the Event shall be determined by EPI and will be telecast on a nationally distributed ESPN, Inc.-owned or operated network. The Event is owned exclusively by EPI, and EPI engages with Florida Citrus Sports ("**FCS**") as a co-manager of the Event. As such, FCS has certain rights and obligations relating to the Event as set forth herein and as otherwise agreed upon by EPI and FCS.
 - a. LSU will be the visiting team assigned to the Southeast locker rooms and will occupy the East sideline. FSU will be the home team and will be assigned the Southwest locker rooms and will occupy the West sideline.
 - b. LSU will wear light colored uniforms and FSU will wear dark colored uniforms, unless the teams and EPI mutually agree otherwise.

- c. Game officials will be arranged by and at the expense of EPI. EPI will use commercially reasonable efforts to secure neutral officials from a Power 5 conference to work the Event.
 - d. The Event is owned and will be managed and run by EPI.
 - e. School agrees that its coaching staff will wear the official Event logo in a visible location for the Event (as mutually agreed upon by the Parties).
2. Participation Fee. In consideration of School's participation in the Event, EPI or FCS shall pay School five million one hundred thousand dollars (**\$5,100,000.00**) (the "**Fee**"). The Fee shall be paid by EPI or FCS to School (in a form and manner mutually agreed upon by the parties) within thirty (30) days following the Event and may be subject to a mutually agreed upon settlement based on the Ticket Commitment (defined below). If the Event is canceled for any reason, School acknowledges that the Fee shall not become due.
3. Tickets and Suites; Parking; Settlement.
- a. Tickets.
 - i. School agrees to purchase twenty nine thousand (**29,000**) tickets (the "**Ticket Commitment**") for the Event at an **average price of \$182/per ticket** as set forth below. All student, band/cheerleader, and School-granted complimentary ticket usage shall be use by School as part of the Ticket Commitment. Final manifest (locations, exact pricing, etc.) to be agreed upon by EPI and LSU at least nine months prior to the Event. School may request variation to the Ticket Commitment and EPI shall discuss such request in good faith with School (final decision subject to public sales figures and other commercial interests). Further, EPI acknowledges and agrees that School may "trade" some of its Ticket Commitment inventory to FSU in exchange for FSU's ticket allocation for the 2022 FSU @ LSU neutral-site game. For clarity, however, School shall remain responsible for and not be relieved from the value of the entire Ticket Commitment to EPI regardless of any "trading" between School and FSU (which shall be the responsibility of School to undertake).
 - ii. EPI agrees to allocate six hundred (600) student/band tickets at a price of fifty dollars (\$50.00) per ticket in a section to be determined at a later date.
 - iii. School shall receive two (2) complimentary, sixteen (16)-person suites for the game (*i.e.* sixteen (16) tickets per suite). All food and beverage costs for the suites are entirely the responsibility of

School and School shall work with the Venue directly on arrangements, orders, etc.

- iv. If School is unable to utilize (either via direct sales or complimentary grants) its inventory from the Ticket Commitment, School agrees to consult with EPI and FCS regarding listing tickets on the secondary market (but for clarity, nothing herein shall be interpreted to relieve School from its responsibility to pay for the Ticket Commitment in full (including, but not limited to, sales efforts in the secondary market for less than face value)). School shall use good faith to consider engaging with entities in the secondary ticket market who have existing relationships with EPI and/or FCS (and where possible, School shall sell through companies who have existing relationships with EPI and/or FCS). For clarity, any sales by School of tickets via the secondary ticket market shall be subject to applicable resale laws and School shall be entirely responsible for any claims arising out of or relating thereto.
- b. Parking. School shall receive twenty-five (25) parking passes in close proximity to the Venue for School's official travel party needs.
4. Lodging. EPI shall provide School with a one hundred (100) complimentary hotel rooms for one (1) night at a hotel in Orlando, FL (such hotel to be designated by EPI in consultation with School).
5. Team Probation. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA. If the School is placed under conference, NCAA, or institutional/School-imposed sanctions so that the value of the Event is materially decreased as determined by EPI (*e.g.*, sanctions that allow for immediate transfer of football student athletes or a television ban), then EPI and the School shall mutually agree upon a reduction of the Fee.
6. Operations; Costs. EPI is responsible at its expense for operating and staffing the Event consistent with the operations and staffing for a major college football game, and will do so, except as explicitly set forth in this Agreement. EPI shall arrange for and pay all costs associated with the Venue as required for the Event (including, but not limited to, leasing/renting the Venue, paying all officials, etc.). EPI will be responsible for credentialing services and coordinate/manage Event media.
7. Marketing; Promotion.
 - a. The School agrees to provide reasonable assistance in the marketing, promotion, and ticket sales for the Event by providing a minimum of the following:

- i. School agrees to cooperate reasonably in marketing and promotion of the Event by distributing promotional information to students, alumni (including, but not limited to, Orlando-area alumni), booster club(s) and season ticket holders, and displaying Event and ticket information in the School's ticket offices, football stadiums, and other pertinent venues and outlets. The specific recipients, methods, and marketing plans are in the reasonable discretion of the School after meaningful consultation with EPI.
 - ii. School shall use commercially 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.
- b. Without limiting the generality of any other provision herein, School hereby grants EPI a non-exclusive, royalty free right and license to use the School's names and marks (as provided by School) in connection with the promotion of the Event and in EPI's Distribution of the Programs.

8. Merchandise; Event Programs.

- a. EPI or its designated contractor shall have the right to produce and sell Event-specific merchandise at the Venue and surrounding areas and online, and School hereby grants to EPI the right to use School's logos/marks for such purposes (subject to royalties owed to School or its authorized licensee). Any and all merchandise must be licensed and approved by the School's office of trademark licensing.
- b. EPI or its authorized designee shall be permitted to sell Event-specific merchandise before, during, and after the game at the Venue as well as online. Any and all merchandise must be licensed and approved by the School's office of trademark licensing.
- c. EPI has the right to create and sell the Event program and retain all proceeds therefrom (and include School's logo on a royalty-free basis therein), provided that all such uses of School's logos or marks contemplated herein shall only be permitted after approval by School (not to be unreasonably withheld or delayed). EPI acknowledges that this Agreement does not provide any "pass through" rights with respect to School's logos or marks and that EPI may not use the same as a direct or indirect endorsement of any product or other service.

9. Multimedia Distribution Rights.

- a. School and EPI each acknowledge and agree that the multimedia distribution rights for the game comprising the Event are covered by the terms and conditions of that certain Amended and Restated Multi-Media Agreement, dated as of July 21, 2016, by and among the Atlantic Coast

Conference ("**ACC**"), ESPN Enterprises, Inc. and ESPN, Inc. ("**ESPN**") (the "**ESPN-ACC Agreement**"). In this regard, the game comprising the Event is considered an "ESPN Home Cross-Over Game" as defined in the ESPN-ACC Agreement and the parties' multimedia distribution rights and obligations with respect to such game shall be governed accordingly. In connection with the foregoing, EPI shall cause ESPN to select the game comprising the Event for telecast in accordance with the terms of the ESPN-ACC Agreement. School hereby grants to EPI the right (and EPI may grant others the right) to reproduce or disseminate in any medium, the name, likeness, and voice of each School representative appearing in or connected with the Event or the audiovisual programs of the Event (the "**Program(s)**") as well as names, trademarks, and other identities of the School for all purposes connected with EPI's exploitation of the Programs and EPI's programming services, but not as a direct endorsement of any product or other services. EPI is the sole owner of the Event and all of its constituent elements and all rights arising out of, ancillary or subsidiary to or otherwise associated with the Event. Only to the extent it has such rights to grant (i.e. subject to the ESPN-ACC Agreement, EPI hereby grants to School the non-exclusive right to make its own video recording of the actual Event game for non-commercial, internal, institutional use (e.g. coaching videos) only and not for any type of public distribution without EPI and ESPN, Inc.'s written permission in each instance, granted or withheld in its sole discretion.

- b. EPI has the exclusive right to acquire a title and/or presenting sponsor and to sell all in-Program and ancillary advertising for the Event and the Program. Any distribution schedule for the Programs (whether or not School receives notice of it) is subject to change at any time for any reason in EPI's sole discretion. EPI shall conduct its advertising and sponsorship sales for the Event and Program in accordance with ESPN's standard advertising regulations (which may be provided to School upon request). EPI acknowledges and agrees that School controls branding (i.e., headsets, uniform logos and sports beverages) on its sidelines. EPI exclusively retains all revenue relating to all advertising and sponsorship sales (title, presenting, in-Program, and otherwise).
- c. EPI shall use commercially reasonable efforts, subject to the ESPN-ACC Agreement (and related restrictions), to ensure that LSU and FSU have Event radio and highlight rights as set forth therein. EPI shall provide to School sufficient locations at the Venue for such select, permitted audio/video recording purposes as applicable (e.g. the aforementioned radio or recording for coaching video) (though School acknowledges that EPI, and/or a secondary distributor (as applicable) shall have first priority camera and audio/radio positions in all locations).

10. Team Walk Through. School will be provided with an opportunity for a team practice/walk through on a date and time mutually agreed upon by the Parties,

and no facility rental/use fee will be charged to School for such practice/walk-through. School's practice/walk-through will not be open to the public or media.

11. Pageantry. Both FSU and LSU will be treated equally for pageantry elements.
12. Indemnification; Insurance.
 - a. To the extent permitted by applicable Louisiana state law, School shall indemnify, defend, and hold harmless ESPN, Inc., EPI and each of its parent, subsidiary, and affiliated companies from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein (including, but not limited to, any claim by a third party that EPI's exercise of the rights granted to it by School hereunder infringes that third party's intellectual property rights (including, but not limited to, the right of privacy, publicity, trademark, or copyright)); (ii) a breach of applicable law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors, student-athletes and coaches of the School.
 - b. EPI shall indemnify, defend, and hold harmless School and each of its trustees, officers, directors, employees, parent, subsidiary, and affiliated entities from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein; (ii) a breach of applicable law; and (iii) the negligence or willful misconduct of the officers, agents, employees, or contractors of EPI.
 - c. Each party agrees to obtain/maintain at its own expense insurance in accordance with industry standards.
13. No Injunctive Relief. All rights granted and agreed to be granted hereunder are exclusively and irrevocably vested in EPI and are not be subject to rescission or injunction by School or any other party for any cause, nor are such rights subject to termination or reversion by operation of law or otherwise. In the event of a breach of this Agreement by EPI, School hereby expressly recognizes that the damage, if any, caused to School thereby would not be irreparable or otherwise sufficient as to give rise to a right of injunctive or other equitable relief and School acknowledges that School's rights and remedies in the event of a breach of this Agreement by EPI will be limited to the right, if any, to recover monetary damages (if any) in an action at law.
14. 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. 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.

15. Miscellaneous.

- a. Neither EPI nor School may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, and any purported assignment without that consent is void *ab initio*; provided, however, that EPI may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company (without notice to School).
- b. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
- c. Neither EPI, FCS, 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 (including hurricanes), war, act of God, national emergency, governmental restriction, or like cause, the occurrence of which is not within the control of EPI, FCS, or School (an event of "**Force Majeure**"). Notice of such *Force Majeure* occurrence shall be given as soon as possible. EPI and FCS shall use commercially reasonable efforts to reschedule the Event if 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. For the avoidance of doubt, if the Event is canceled by reason of *Force Majeure* and School is unable to play in a rescheduled Event, neither EPI nor FCS shall have no obligation to pay the School the Fee and EPI and FCS shall not be entitled to receive from School the Ticket Commitment (and as to the Ticket Commitment, EPI and FCS will refund to School all funds received for the Ticket Commitment, if any).
- d. This Agreement represents the entire agreement between EPI and the School and that there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties. Each party acknowledges that it has read and freely signed this Agreement.
- e. 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 EPI 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.

- f. In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its attorneys' fees and other costs of suit.
- g. 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: Scott Woodward Louisiana State University, LSU Athletics Administration Building, Baton Rouge, LA 70803; and as to EPI, to the following address: Pete Derzis, ESPN Productions, 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).
- h. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under this Agreement. Nothing in this Agreement shall be construed to create any liability on the part of the parties or their respective directors, officers, employees or agents, as the case may be, to any such third parties for any act or failure to act of any party hereto.
- i. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.
- j. This Agreement shall be governed by the laws of the State of Louisiana, without giving effect to its conflict of law provisions.

By executing this Agreement, each of the undersigned parties represents and warrants that it is authorized to act on behalf of the entity it represents and the terms of this Agreement shall bind each entity. This Agreement becomes binding only when signed by both parties.

[Signature page follows.]

If the aforementioned terms and conditions are in accordance with the School's understanding, please confirm by signing below and returning a scanned .pdf file via e-mail to the attention of Missy.H.Betres@espn.com. I will then sign and forward a fully executed version to you for your files. Thank you.

Sincerely,

ESPN PRODUCTIONS, INC.

By: _____

Pete Derzis

Senior Vice President

Date: _____

2/12/20

Agreed and Acknowledged:

Louisiana State University

By: _____

Verge S. Ausberry Jr

Print Name: _____

Verge S. Ausberry Jr

Date: _____

2-9-2020