



July 23, 2021

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 **Las Vegas Kick-off** (the "**Event**") to be played at Allegiant Stadium in Las Vegas, NV (the "**Venue**") during Labor Day Weekend 2024 (on either Saturday, August 31, or Sunday, September 1 – the specific date to be determined by EPI with notice to LSU) against the University of Southern California varsity men's football team ("**USC**" 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 (either ABC or ESPN). The Event is owned exclusively by EPI.
 - a. Home/Road designation, sidelines, and Locker room assignments will be determined at a later date.
 - b. 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.
 - c. The Event is owned and will be managed and run by EPI.

- d. 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 shall pay School five million dollars (**\$5,000,000.00**) (the "**Fee**"). The Fee shall be paid by EPI 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 thousand (**20,000**) tickets (the "**Ticket Commitment**") for the Event at an **average price of \$185/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).
 - ii. EPI agrees to allocate five hundred (500) 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, twenty (20)-person suites for the game (*i.e.* twenty (20) 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 regarding available inventory (but for clarity, nothing herein shall be interpreted to relieve School from its responsibility to pay for the Ticket Commitment in full).
 - b. Parking. School shall receive fifty (50) parking passes in close proximity to the Venue for School's official travel party needs.
4. Lodging. Team to stay at a host hotel as designated by EPI, in consultation with the School. EPI shall secure favorable and competitive rates on the Las Vegas

Strip. Hotel rooms and other costs of transportation and meals are at the expense of 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, Vegas-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. Media Distribution; Telecast Distribution Rights. School hereby grants to EPI the exclusive rights to coverage, including but not limited to the production and distribution of one or more audio-visual Programs (defined below), of the Event, according to the following:

- a. As between School and EPI, EPI has the exclusive (except as specifically set forth herein), perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "**Distribute**" or "**Distribution**") programs of the Event (each a "**Program**" and collectively the "**Programs**") and its/their constituent elements and any other material pertaining to the Event in EPI's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. EPI also has the right to make reproductions of the Programs and their constituent elements and to use, exhibit, and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Programs and its/their constituent elements into other works for commercial profit. EPI has the right (and 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 Programs 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. As between School and EPI, EPI is the sole owner of the Programs (and the Event) and all of its/their constituent elements (and any other material shot by EPI or pertaining to the Programs, whether or not such material was incorporated into the Programs), including exclusive ownership of all copyrights in and to the Programs. As between School and EPI, EPI is the sole and exclusive owner of all other rights arising out of, ancillary or subsidiary to, or otherwise associated with the Programs (and the Event, including but not limited to the title(s), trade- and service marks, merchandising, the concept of the Programs, and adaptation rights (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form. Only to the extent it has such rights to grant (*i.e.* subject to the Conference Agreement (defined below), EPI hereby grants to School the (i) non-exclusive right to authorize School 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; and (ii) certain limited highlight rights subject to the Conference Agreement.

- b. The media distributions rights to the Program of the Event are governed by the terms of the media rights agreement between the Southeastern Conference (the "**SEC**"), on the one hand, and EPI's parent company, ESPN, Inc., on the other (the "**Conference Agreement**"). Any highlight or other media distribution rights to the Event and the Program shall be governed by such Conference Agreement.
- c. EPI has the exclusive right to acquire a title and/or presenting sponsor for the Event and the Program and such title and/or presenting sponsor shall be in accordance with the NCAA's advertising and sponsorship regulations. Further, EPI has the exclusive right to sell all in-Program and ancillary advertising and such advertising is not subject to the NCAA's advertising. 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).
- d. EPI shall use commercially reasonable efforts, subject to the Conference Agreement (defined below) (and related restrictions) to assure that the participating schools will have equal radio and highlights rights (*i.e.* EPI shall not itself take any action to favor School or Opponent). 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 LSU and USC will be treated equally for pageantry elements.
12. Indemnification and Insurance.
 - a. School shall indemnify to the extent permitted by applicable Louisiana state law), defend, and hold harmless 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 law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors, student athletes and coaches of the School and the members of the Official Travel Party ("**School Personnel**"); and (iv) death, illness or personal injury incurred by School or any School Personnel as a result of exposure to or an infection of COVID-19 (including any future resurgence) in the course of School's performance under this Agreement, except to the extent any such Claims arise out of, result from or relate to any gross negligence, wonton disregard or intentional or willful misconduct of EPI, its employees and agents.
 - b. EPI shall indemnify, defend, and hold harmless School and each of its 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 law; and (iii) the negligence or willful misconduct of its officers, agents, employees or contractors of EPI.
 - c. Each party agrees to obtain/maintain at its own expense insurance in accordance with highest industry standards.
 - d. Without limiting the foregoing, by performing its respective obligations under this Agreement, except with respect each parties indemnification obligations under this Paragraph 12, each party (as to School, on behalf of itself and all School Personnel) is deemed to have, and hereby does, voluntarily and knowingly waive, release, discharge and relinquish any and all claims, actions and lawsuits related to COVID-19 (including any future resurgence) against the other party that may arise from the performance

of this Agreement and/or attendance at, or participation in, the staging, conduct or production of the Event.

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. With respect to School's participation in the Event, and if applicable under the circumstances, EPI expects School to develop, implement and enforce appropriate COVID-19 safety protocols, procedures, policies and rules for the Event (the "**Protocols**"). As the situation with COVID-19 is fluid, School will also keep up to date and comply with the latest NCAA and/or athletic conference of which School is a member, local, state, and federal guidance, rules, regulations and executive orders regarding COVID-19 and adjust the Protocols as necessary. In addition to the foregoing, School must comply with the Operations Manual for the Event, which shall be provided by EPI to School and sets forth the policies, procedures and information pertinent to the Event.
 - b. This Agreement becomes binding only when signed by both parties, and can only be modified in writing, signed by both parties. School may not assign any of its rights or obligations under this Agreement without the prior written consent of EPI, and any purported assignment without that consent is void *ab initio*. EPI may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company. Any provisions found by a court to be void or

unenforceable shall not affect the validity or enforceability of any other provisions.

- c. If the Event is shortened, canceled or otherwise prevented from being played (and not rescheduled), due to extreme weather, war, act of God, national emergency, COVID-19 (including any future resurgence) or any other pandemic or similar public health crisis on a regional or nationwide level, governmental restriction, or like cause, the occurrence of which is not within the control of EPI or School (an event of "**Force Majeure**"), then neither party shall be obligated in any manner to the other with respect to the Event (including payment of the applicable Fee as set forth herein). However, if the Event shall be postponed or delayed to a new date and time due to an event of Force Majeure, then the School shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own scheduling limitations. If School participates in the Event on such new date and time, then each party shall be bound hereunder as if the Event was played on the date and time as scheduled herein. For clarity, the foreseeability of an event shall not be a disqualifying factor in a determination of whether such event is considered a Force Majeure hereunder.
- d. This Agreement represents the entire agreement between EPI and the School and may be amended only in writing signed by both EPI and the School. 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 has the power or authority to bind or create liability for the other.
- 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: Clint Overby, 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.

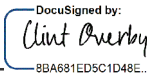
- i. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.
- j. This Agreement shall be governed by the laws of the State of Louisiana, without giving effect to its conflict of law provisions.

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.

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:  Clint Overby
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Clint Overby
Vice President, Events

Date: 8/6/2021

Agreed and Acknowledged:

Louisiana State University

By: Verge Ausberry

Print Name: Verge Ausberry

Date: 8-5-2021