



## **FOOTBALL GAME CONTRACT**

This AGREEMENT is made and entered into this 12th day of August, 2019 by and between Louisiana State University (hereinafter designated as the HOME TEAM) and Western Kentucky 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 22<sup>th</sup> day of November 2025 (hereinafter referred to as the "Game). The HOME TEAM will determine the time of said contest.
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. The HOME TEAM shall set ticket prices.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation for the 2025 game the fixed sum of \$1,800,000 on or before January 31st, 2026. WKU will also receive 400 complimentary tickets for the Game.
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 July 15th 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 sixty-(60) sideline passes for the use of coaches, trainers and working personnel only. All personnel with the exception of players in uniform must wear sideline passes at all times. 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:

WKU 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 WKU has or will have any such Broadcast Rights, WKU 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.)

WKU hereby grants each broadcaster a license to use the trademarks and logos of WKU and the names and likenesses of WKU'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. WKU warrants to Louisiana State University that WKU 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 overhead 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 - \$1,000,000
  - 2) 12 months or more, but less than 24 months from the date of the Game - \$1,250,000;
  - 3) Less than 12 months from the date of the Game - \$1,600,000.

- 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 prior to the date the Game is to be 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 2025 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> |
|-------------|--------------|-------------|------------------|
| N/A         | N/A          | N/A         | N/A              |



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