



THE UNIVERSITY OF
OKLAHOMA

McCLendon Center for
Intercollegiate Athletics
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Norman, OK 73019

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SOONERSPORTS.COM

OKLAHOMA

DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

July 3, 2014

Mr. Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University
North Stadium Drive
Baton Rouge, LA 70803

Re: Football Game Agreement Modification

Dear Joe:

I hope this finds you well.

This letter will confirm our discussions with Verge Ausberry and decisions regarding our Football Game Agreement (attached) for football games between our varsity football teams originally scheduled for September 15, 2018 in Norman, Oklahoma at Gaylord Family Oklahoma Memorial Stadium and for September 21, 2019 in Baton Rouge, Louisiana at Tiger Stadium. As discussed, both Parties agreed to reschedule these football games in seasons other than the 2018 and/or 2019 seasons. The Parties agreed to reschedule both contests with each team hosting one of the two games as the Home Team. The Parties agreed in good faith to determine suitable dates to schedule the games for back to back seasons sometime after the 2019 season (see attached letter dated November 1, 2013). The Parties further agreed to work in good faith to finalize these dates on or before July 1, 2014. Accordingly, Paragraph II of the Contract will be modified to read as follows:

II. Event

OKLAHOMA and LSU hereby agree that their varsity football teams will meet on the following dates in the city and facility indicated and compete against each other in the sport of football.

DATE:

September 18, 2027
TBA

September 9, 2028
TBA

LOCATION:

Gaylord Family Oklahoma Memorial
Stadium, Norman, OK

Tiger Stadium
Baton Rouge, LA

Additionally, the Parties have discussed and agreed to modify the Compensation and Damages provisions of the Agreement to increase both amounts from \$500,000 to \$600,000. Accordingly Paragraph V and Paragraph VI of the Agreement will be modified to read as follows:

V. COMPENSATION

*The **HOME TEAM** agrees to pay the **VISITING TEAM** a sum of Six Hundred Thousand Dollars (\$600,000). Payment shall be made no later than Ninety (90) calendar days after the date of the contest.*

*The rights to any income derived from all associated game activities including without limitation concessions, programs, souvenirs, soft goods, parking, etc., shall belong to the **HOME TEAM**. The **VISITING TEAM** will be allotted one hundred (100) complimentary programs to be delivered to their dressing room before the game.*

VI. DAMAGES

If this Agreement is breached by either party for failure to appear and participate in the game provided for in this Agreement or for failure to schedule the second game under this agreement in good faith, the breaching party shall pay to the non-breaching party liquidated damages in the amount of Six Hundred Thousand dollars (\$600,000). The parties agree that it is difficult to predict attendance, revenues, costs and expenditures for any event, so this sum reasonably represents the damages caused as a result of failure to appear.

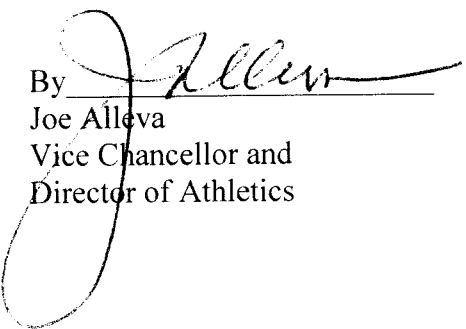
Neither party shall be considered in default of this Agreement for failure of its football team to appear and participate in the above games for reasons due to acts of God, national disaster, national emergency, labor disputes, or orders of a state or federal court or authority, or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which both parties are members, or other similar events beyond the control of any party.

All other terms and conditions of the Football Agreement shall remain in full force and effect. Please review the above information and acknowledge your acceptance by your signature below. Please execute both originals, keep one for your files, and return one fully executed original to me.

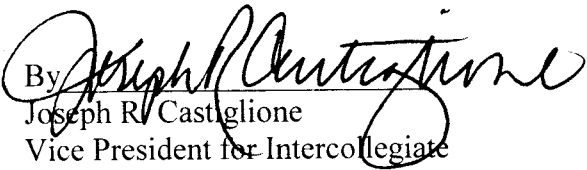
The University of Oklahoma looks forward to our series with LSU. If I can be of further assistance, please feel free to contact me.

The parties acknowledge and accept the modifications to the Football Contract as outlined above.

Louisiana State University

By 
Joe Alleva
Vice Chancellor and
Director of Athletics

University of Oklahoma

By 
Joseph R. Castiglione
Vice President for Intercollegiate
Athletics Programs and Director of Athletics



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OKLAHOMA

DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

November 1, 2013

Mr. Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University
North Stadium Drive
Baton Rouge, LA 70803

Re: Football Game Agreement Modification

Dear Joe:

This letter will confirm our discussions and agreement regarding our Football Game Agreement for football games between our varsity football teams originally scheduled for September 15, 2018 in Norman, Oklahoma at Gaylord Family Oklahoma Memorial Stadium and for September 21, 2019 in Baton Rouge, Louisiana at Tiger Stadium. As discussed, both Parties agree to reschedule these football games in seasons other than the 2018 and/or 2019 seasons. The Parties agree to reschedule both contests with each team hosting one of the two games as the Home Team. The Parties agree in good faith determine suitable dates to schedule the games for back to back seasons sometime after the 2019 season. The Parties further agree to work in good faith to finalize these dates on or before July 1, 2014. Accordingly, Paragraph II of the Contract will be modified to read as follows:

II. Event

OKLAHOMA and LSU hereby agree that their varsity football teams will meet on the following dates in the city and facility indicated and compete against each other in the sport of football.

DATE:

~~September 15, 2018~~
TBA

~~September 21, 2019~~
TBA

LOCATION:

Gaylord Family Oklahoma Memorial
Stadium, Norman, OK

Tiger Stadium
Baton Rouge, LA

Parties agree to schedule these football games in seasons other than the 2018 and/or 2019 seasons. The Parties agree to schedule both contests with each team hosting one of the two games as the Home Team. The Parties agree in good faith to determine suitable dates to schedule the games for back to back seasons sometime after the 2019 season. The Parties further agree to work in good faith to finalize these dates on or before July 1, 2014.

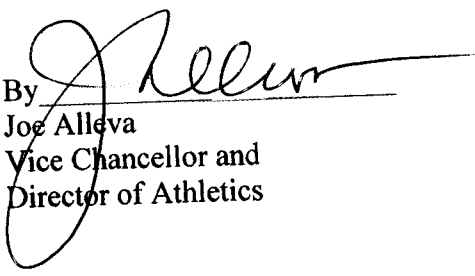
INSPIRING CHAMPIONS TODAY...PREPARING LEADERS FOR TOMORROW

All other terms and conditions of the Football Agreement shall remain in full force and effect. Please review the above information and acknowledge your acceptance by your signature below. Please execute both originals, keep one for your files, and return one fully executed original to me.

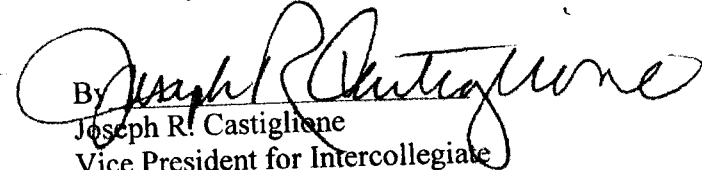
The University of Oklahoma looks forward to our series with LSU. If I can be of further assistance, please feel free to contact me.

The parties acknowledge and accept the modifications to the Football Contract as outlined above.

Louisiana State University

By 
Joe Alleva
Vice Chancellor and
Director of Athletics

University of Oklahoma

By 
Joseph R. Castiglione
Vice President for Intercollegiate
Athletics Programs and Director of Athletics

FOOTBALL GAME AGREEMENT

THIS AGREEMENT is between The State of Oklahoma ex rel the Boards of Regents of **THE UNIVERSITY OF OKLAHOMA (OKLAHOMA)** and **LOUISIANA STATE UNIVERSITY (LSU)**, NCAA Division I-A institutions. For and in consideration of the mutual promises and covenants set forth herein, the aforesaid parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to confirm the arrangements made for holding athletic contests between **OKLAHOMA** and **LSU**.

II. EVENT

OKLAHOMA and **LSU** hereby agree that their varsity football teams will meet on the following dates in the city and facility indicated and compete against each other in the sport of football.

DATE:

September 15, 2018
TBA

September 21, 2019
TBA

LOCATION:

Gaylord Family Oklahoma Memorial
Stadium, Norman, OK

Tiger Stadium
Baton Rouge, LA

III. ELIGIBILITY AND RULES

Each game played pursuant to this Agreement shall be governed by the rules of the National Collegiate Athletic Association (NCAA) in effect on the date of the game. The eligibility of all players who are to participate on such date shall be determined by the rules and regulations of the respective conferences, institutions, and the NCAA rules in effect at the time of the contest.

IV. OFFICIALS

Officials will be designated by the **Southeastern Conference** for the game in Norman, OK, and by the **Big 12 Conference** for the game at **LSU** in Baton Rouge, LA. Expenses for said officials as required by the designating Conference shall be paid by the **HOME TEAM**.

V. COMPENSATION

The **HOME TEAM** agrees to pay the **VISITING TEAM** a sum of Five Hundred Thousand Dollars (\$500,000). Payment shall be made no later than ninety (90) calendar days after the date of the contest.

The rights to any income derived from all associated game activities including without limitation concessions, programs, souvenirs, soft goods, parking, etc., shall belong to the **HOME TEAM**. The **VISITING TEAM** will be allotted one hundred (100) complimentary programs to be delivered to their dressing room before the game.

VI. DAMAGES

If this Agreement is breached by either party for failure to appear and participate in the game provided for in this Agreement or for failure to schedule the second game under this agreement in good faith, the breaching party shall pay to the non-breaching party liquidated damages in the amount of Five Hundred Thousand dollars (\$500,000). The parties agree that it is difficult to predict attendance, revenues, costs and expenditures for any event, so this sum reasonably represents the damages caused as a result of failure to appear.

Neither party shall be considered in default of this Agreement for failure of its football team to appear and participate in the above games for reasons due to acts of God, national disaster, national emergency, labor disputes, or orders of a state or federal court or authority, or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which both parties are members, or other similar events beyond the control of any party.

VII. RADIO

Contracting for the sale of radio broadcasting rights shall be the right of the **HOME TEAM** and the **HOME TEAM** shall receive all receipts that accrue therefrom. Notwithstanding the foregoing, however, the **VISITING TEAM** shall have the right to designate a single radio station or radio network to carry a live broadcast of the games played pursuant to this agreement without incurring an obligation to pay rights fees to the **HOME TEAM**. The **VISITING TEAM** may retain revenues from its own broadcast permitted under this Paragraph. A single station or radio network may be designated pursuant to this Paragraph only if it and all of the stations within the networks are

carrying fifty percent (50%) or more of the varsity men's football games being played by the **VISITING TEAM** during the season in which the game is to be played. A radio network, for the purpose of this Agreement, is defined as an alignment of one or more radio stations. Neither institution shall grant or permit its licensees or rights holders to grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not normally broadcast fifty percent (50%) or more of its varsity men's football games during the regular season. Notwithstanding any of the foregoing, however, the **VISITING TEAM**, in its discretion, shall have the right to allow a non commercial student operated radio station affiliated with the **VISITING TEAM** to broadcast within its customary broadcast area any games played pursuant to this Agreement.

VIII. TELEVISION

All live television or other video broadcasts of the games under this Agreement by any and all forms of transmission or distribution that now exists or may be developed in the future and any related revenue shall be subject to the terms and conditions of any and all NCAA rules, and/or other association, conference, or governing body rules, regulations, and agreements for telecast rights to contests under this Agreement.

- a. The parties acknowledge and agree that all television rights for games played pursuant to this agreement are subject in all respects to television agreements entered into by their respective institutions and/or Conferences on behalf of their membership.

b. The parties acknowledge that their Conferences may have entered into cross-over television agreements clarifying that the television rights to home games of a Conference's member institution are available for selection pursuant to the television agreements of that Conference with all fees paid for those rights to be retained by that Conference. In the event that this has not occurred, the parties agree that the television rights to the games played at **OKLAHOMA** shall be owned by **OKLAHOMA** and subject in all respects to the television agreements entered into by the Big 12 Conference. Further, absent a cross-over television agreement between Conferences, the parties agree that the television rights to the game played at **LSU** shall be owned by **LSU** and subject in all respects to the television agreements entered into by the **Southeastern Conference**.

c. In the event that a game is not telecast as part of a Conference agreement but is available for pay-per-view or other subscription telecast permitted by Conference agreements, both institutions shall own the rights to such telecast and any net revenue from such telecast shall be divided equally between the institutions. Additionally in such circumstances and consistent with any such telecast agreement by the institutions, each institution may arrange for a closed circuit telecast presentation of the game on its campus and alumni groups around the country. Each institution may retain the revenue from such group, subject to any subscription or other fees for such telecast which are to be divided equally between the institutions. Any other costs associated with such closed circuit

broadcast to such groups shall be the sole expense of the institution arranging such broadcast.

d. Each party shall have the right to film or videotape the games played pursuant to this Agreement for non-commercial purposes and shall have access to such space and camera locations as may be reasonably required.

e. Each team retains the right to any revenues from delayed (four hours) telecasts of the game in their market, and films/or video tapes of the games for use in coach's show, highlight tape or other similar use.

IX. TICKETS

Ticket prices shall be set by the **HOME TEAM**.

The **HOME TEAM** shall furnish to the **VISITING TEAM** 60 bench passes for necessary coaches and team support personnel and parking passes for 1 truck, 4 busses and 6 automobiles. The **VISITING TEAM** shall be allotted tickets for its followers, with said tickets to be in number and location as follows:

a. The **HOME TEAM** shall make available for purchase by the **VISITING TEAM** a minimum of 5,000 tickets to the game. Any unsold tickets shall be returned to the **HOME TEAM** Ticket Office in advance of the game by the date selected by the **HOME TEAM** and communicated in writing to the **VISITING TEAM**, except as provided by paragraph IX of this contract. The Parties agree to negotiate in good faith the availability of additional tickets to the **VISITING TEAM** (up to a total of 8,000), if either **HOME TEAM** increases its current (2004) stadium capacity by more than 1,000 additional seating capacity.

- b. The **VISITING TEAM** shall pay full-price for each of the tickets it sells. The band (up to 300) and Spirit Groups (up to 30) of the **VISITING TEAM** shall be admitted without charge. The band shall occupy seats located in the allotment of tickets in IX.
- c. No more than two hundred (200) unsold tickets can be returned seventy-two (72) hours prior to the game. Payment for **VISITING TEAM** tickets will be deducted from the guarantee specified in paragraph V.
- d. All game workers shall be admitted free of charge by credential or pass and such admissions shall not be regarded as complimentary under paragraph IX.
- e. Game workers shall be defined as those who have a specific and necessary duty to perform at the game and who do not occupy saleable seats.

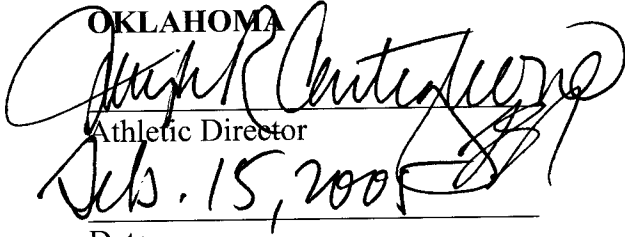
X. MISCELLANEOUS PROVISIONS

- a. It is understood that this contract is the total agreement between the parties pertaining to the subject matter and supercedes all prior and contemporaneous agreements, representations, and understanding relating to the subject matter.
- b. Any additions, modifications, waivers, or changes must be submitted in writing and signed by authorized representatives of both parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific provision and instance expressly stated.

- c. By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and its successors and permitted assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.
- d. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purpose of this Agreement.
- e. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the parties to this Agreement.
- f. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any third party, including the creditors of any party hereto.
- g. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the invalid and unenforceable provision to the greatest extent possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their duly authorized officials on the date set forth below.

THE STATE OF OKLAHOMA
EX REL THE BOARD OF
REGENTS OF THE
UNIVERSITY OF
OKLAHOMA


Athletic Director

Date

73-6017987

Federal Tax ID Number

LOUISIANA STATE UNIVERSITY


Athletic Director

Date

Federal Tax ID Number