



Atlantic Coast Conference

NON-CONFERENCE MEN'S BASKETBALL CONTRACT

THIS AGREEMENT made and entered into this 10th day of July, 2026 by and between Florida State University, hereinafter designated as the HOME TEAM, and Louisiana State University, hereinafter designated the VISITING TEAM.

DATE	PLACE	TIME	VARSITY
<u>10/24/26</u>	<u>Donald L. Tucker Center</u>	<u>TBD</u>	☒
<u>TBD/27</u>	<u>Baton Rouge, La.</u>	<u>TBD</u>	☐

- The eligibility of all players to participate in said game shall be determined by the rules and regulations of the ATLANTIC COAST CONFERENCE and of the SOUTHEASTERN CONFERENCE; each team subscribing to the rules and regulations of its own Conference or Institution, if non-affiliated.
- The HOME TEAM agrees to furnish the VISITING TEAM 75 complimentary tickets. (If possible, these seats are to be placed behind the visiting team bench.)
- The VISITING TEAM Official Party shall consist of a maximum of twenty-three (23) persons. The HOME TEAM will furnish eighteen (18) chairs for players, coaches, trainer, and doctor during game.
- Officials shall be appointed by the ATLANTIC COAST CONFERENCE IN 2026 and the SOUTHEASTERN CONFERENCE in 2027.
- The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: the HOME TEAM shall retain the revenue from, and full control of, radio rights, but with the understanding that the VISITING TEAM shall have one outlet free of charge and the revenue derived therefrom.
- Telecast: Telecast Rights (as defined herein) for the basketball games contracted for in this Agreement are granted to the Conference of the HOME TEAM (or if the HOME TEAM is not a member of a Conference, then to the HOME TEAM), provided that if the Atlantic Coast Conference team is the VISITING TEAM for a game and such game will be played at a neutral site, the grant of Telecast Rights for such game is subject to the prior written approval of the Atlantic Coast Conference. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcasts (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DVD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. A division of the Telecast Rights fees between the HOME TEAM and the VISITING TEAM will be determined prior to the Telecast of any neutral site basketball game as contracted for in this Agreement. In addition, in connection with any Telecast of any such game, all rules, regulations and relevant contractual obligations of the Conferences to which the parties may belong which are applicable to the Telecast of basketball games must be complied with, and the relevant rules and regulations of the NCAA must also be complied with.
- Additional agreements: (Cancellation penalty, etc.)

Florida State University and Louisiana State University would like to play two games, on a home-and-home basis, with one game on October 24, 2026, in Tallahassee and a second game during the 2027-28 season in Baton Rouge and a date to be determined. Florida State University agrees to pay Louisiana State University \$50,000.00 for their participation in the scheduled game on October 24, 2026. Louisiana State University agrees to pay Florida State University \$50,000.00 for participation in the game scheduled for the 2027-28 season at a date to be determine. In the case that either institution fails to produce a team on the said date (s) or breaks any clause of this contract without permission of the opposing institution, the forfeiting institution will pay the sum of \$10,000. However, the parties acknowledge and agree that exigencies beyond the reasonable control of either party, including Acts of God, fire, hurricane, tornado or other extraordinary meteorological conditions, Acts of Common Enemy, civil disorders, orders of military or governmental authorities, transportation failure, or sudden and unanticipated conditions at the facility that is to serve as the venue for the contest, may render it impossible or highly undesirable to play the game or games agreed to pursuant to this contract. In any such event, the game or games shall be cancelled or rescheduled as the circumstances may require. Any such cancellation or rescheduling for the reasons set forth herein shall relieve both parties of any and all obligations under this contract relative to the cancelled or rescheduled contest.

Initial

DW

Signed by:

SIGNATURES

Michael Alford

DIRECTOR OF ATHLETICS

Gene Anley

DIRECTOR OF ATHLETICS

Florida State University

HOME INSTITUTION

Louisiana State University

VISITING INSTITUTION

7/23/2026 | 8:17 AM EDT

DATE

7/23/2026 | 5:38 AM PDT

DATE

**Addendum to Contract Between
Florida State University and Louisiana State University**

THIS ADDENDUM (the “Addendum”) amends, changes and modifies the **Memorandum of Agreement** (the “Contract” or “Agreement”) between Florida State University (the “University” or “Group”) and Louisiana State University, in the following respects only.

1. **Effective Date:** The “Effective Date” of the Agreement shall be the date signed on this Addendum by both Supplier and FSU. Upon execution, this Agreement and Addendum shall supersede the Terms and Conditions of FSU’s purchase order.
2. **Governing Law; Venue.** The Contract shall be governed in all respects by the laws of the state of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the state of Florida located in Tallahassee, Florida for resolution of any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.
3. **Disputes.** In the event that any disputes arising out of the Contract lead to arbitration between the parties, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Tallahassee, Florida. The parties agree that each party shall be responsible for its own attorney’s fees, costs, and charges arising out of litigation, arbitration or any dispute relative to the Contract, regardless of outcome.
4. **Indemnification.** Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party’s respective tasks and duties that are the subject of the Contract. This recognition by the parties is intended to be consistent with the State’s limited waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and the opinions of the Florida Attorney General, and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes.
5. **Insurance / Liability / Sovereign Immunity.** The parties agree that the University is an agency of the State of Florida, and is thereby covered by state risk management / self-insurance program(s) pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28, Florida Statutes, which provides, *inter alia*, a limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims. Further, the parties agree that the University cannot name another party as an additional insured because the State of Florida’s sovereign immunity is not transferable to another party. Accordingly, the parties agree that the University’s self-insurance coverage described hereinabove shall be deemed sufficient and acceptable in all respects whatsoever.
6. **Liquidated and Other Damages.** University shall not be liable for liquidated, indirect, consequential, incidental, or special damages, including but not limited to cancellation fees or forfeiture or deposit, arising out of or related to the Contract.
7. **Force Majeure.** It shall not be considered a default and none of the parties shall be obligated to perform its obligations pursuant to the Contract in the event such performance is substantially delayed or prevented by a Force Majeure, which shall be interpreted to mean any cause beyond the reasonable control of the party affected, provided such cause is brought to the attention of the other parties immediately by said party. Such cause shall include, but not be limited to, an act of God, disturbance, hostility, war, revolution, strike, lockout, epidemic, accident, fire, tropical storm, hurricane, flood, government restrictions, any requirements of law, or mechanical, electronic, or communications failure.

8. Assignment. The Contract shall not be assignable without express written permission of the University.
9. Pursuant to Section 448.095, Florida Statutes, the University is prohibited from entering into a contract with an entity that does not register with and use the E-Verify system. See section 448.095(2)(a), Florida Statutes. LSU represents and warrants that LSU is registered with and uses the E-Verify System.
10. Foreign Countries of Concern: In accordance with §288.860, Florida Statutes, FSU may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time or a subsidiary thereof. Supplier affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by FSU.
11. Public Records: Notwithstanding any information labeled as “Confidential” or “Proprietary”, or clauses in the Agreement to the contrary, FSU is a public body corporate of the state Florida and certain information, including this Agreement, may be subject to Chapter 119, Florida Statutes and would require disclosure as a “public record” upon request. FSU retains the right to make interpretations of its duties and obligations under the law and Supplier affirmatively agrees that any disclosure of information by FSU pursuant to the Florida Public Records Act shall not be considered a breach of this Agreement or a violation of any law.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.

The Parties acknowledge that FSU is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Supplier agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by the Supplier to allow such public access will be grounds for immediate cancellation of this Agreement by the FSU.

To the extent that Supplier meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, Supplier must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Agreed to as of the day and year set forth below:

Initial
DW

THE FLORIDA STATE UNIVERSITY

By: _____

Signed by: Michael Alford 7/23/2026 | 8:17 AM EDT

Signature _____ Date _____

Printed Name: Michael Alford

Title: Vice President & Director of Athletics

Louisiana State University

By: _____

DocuSigned by: Verge Ausberry 7/23/2026 | 5:38 AM PDT

Signature _____ Date _____

Printed Name: Verge Ausberry

Title: Vice President & Director of Athletics