



Men's Basketball

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THE UNIVERSITY OF MEMPHIS ATHLETICS COMPETITION AGREEMENT

This COMPETITION AGREEMENT, (HEREINAFTER "AGREEMENT") entered into this April 19, 2017 by and between THE UNIVERSITY OF MEMPHIS and LOUISIANA STATE UNIVERSITY.

WITNESSETH THAT:

1. The said parties agree to cause their respective **Men's Basketball Teams** to meet in the following scheduled competition:

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>
DECEMBER 28, 2017 TBD 2018-2019	MEMPHIS, TN BATON ROUGE, LA	TBA TBA

2. The eligibility of players to participate in said game shall be determined by the rules and regulations of the National Collegiate Athletic Association and the Conference of which each is a member, if applicable.
3. In consideration of the playing of a game pursuant to the AGREEMENT (Hereinafter "GAME"), the HOME TEAM shall pay The VISITING TEAM the sum of \$ 0.00 as a guarantee. The amount shall be forwarded to the Visiting Institution not later than 120 days following the competition under this agreement.
4. The VISITING TEAM shall be allowed 125 complimentary tickets (75 lower level and 50 upper level) and in addition has the option to purchase 50 tickets, and furthermore all efforts will be made to accommodate ticket requests by the visiting school. During return trip, LOUISIANA STATE UNIVERSITY will offer same ticket package. In addition, the cheerleaders, pom pom squad and pep band of each team shall be admitted by uniform or passes, if applicable. - *NOT APPLICABLE IN BATON ROUGE.*
5. The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: THE VISITING TEAM will have space for one radio broadcast outlet. The VISITING TEAM shall not be required to pay a fee to The HOME TEAM; however, The VISITING TEAM shall be responsible for all incidental costs, i.e. telephone line charges, special electrical set-up, engineering, etc. All other broadcast rights, privileges, and receipts there from shall belong exclusively to The HOME TEAM.
6. Television rights, including any national or regional television coverage, shall conform to existing conference and national governing body contracts. In the event that there is no regional cable or national broadcast, each team shall have the right to arrange live or delayed broadcast of the game in its home/local market and retain all revenue there from as well as be responsible for all costs associated therewith.
7. It is agreed by both parties that in the event of a breach by either party, actual damages would be of an uncertain amount and in view of that fact the breaching party shall pay the non-breaching party \$90,000 as reasonable and contemplated liquidated damages.

*DUE TO RESTRICTION
Tickets @ LSU
13 Behind Bench
45 LOWER/MID LEVEL
+ 67 UPPER LEVEL.
- NOT APPLICABLE IN
BATON ROUGE.*

8. Officials shall be appointed by the HOME TEAM Conference.
9. The HOME TEAM shall wear light-colored uniforms and The VISITING TEAM shall wear dark-colored uniforms unless otherwise agreed upon between the coaches.
10. It is agreed that no fee shall be paid directly or indirectly to any officer or employee of either team or institution by the other institution or sponsor of the game (event) as wages, compensation, or gifts consultant to the opposing team or as an appearance fee, speaker fee, or otherwise in connection with this agreement.
11. The parties agree to comply with title VI and VII of the Civil rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, handicap or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, handicap or natural origin. Such action shall include, but not be limited by the following: Employment, upgrading, demotion or transfer, recruitment forms of compensation, and selection available to employees and applicants for employment.

12. Any and all claims against The University of Memphis for personal injury, property damage, or loss resulting from negligence (or the negligence of its employees acting within the scope of their employment) shall be governed by Tennessee Law and shall be submitted to the Board of Claims Commission for the State of Tennessee as required by Tenn. Code Ann. 9-8-307.

Damages recoverable against The University of Memphis shall be expressly limited to claims paid by The Board of Claims or Claims Commission pursuant to Tenn. Code Ann 9-8-301 et seq.

13. This AGREEMENT may not be assigned by either party without the express written consent of the other party.
14. This AGREEMENT may not be modified except only is written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives.

Louisiana State University

BY: [Signature]

TITLE: Deputy Athletic Director

DATE: 4/25/17

GTS 4/25/17

University of Memphis

BY: [Signature]

TITLE: University of Memphis

DATE: April 24, 2017

RETURN ONE SIGNED COPY TO:

Leeann Laing
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Memphis, TN 38152
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