



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 8th day of May, 2018 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing the Grambling State University (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Men's Basketball teams shall be held in accordance with the following general conditions:

1. Date: December 1st, 2018

Site: Baton Rouge, LA

Time: TBD
2. LSU agrees to pay Opponent the sum of \$90,000 for participating in such a contest.
3. Failure of either institution to honor this signed agreement (except by mutual consent) shall result in a forfeiture fee of \$90,000 to be paid by the forfeiting institution.
4. The contest(s) shall be governed in all respects, including the eligibility of the participant and the number of participants, by rules and regulations of the National Collegiate Athletic Association (NCAA), and the Southeastern Conference (SEC), or any conference or association to which either or both parties belong.
5. Officials shall be assigned by the Southeastern Conference.
6. Opponent will receive a maximum of 50 complimentary tickets.
7. Radio, Television and Other Broadcasting Rights:
 - (a) Radio Rights. The home team for the Game owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of the Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for the Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.
 - (b) Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the Southeastern Conference exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of the Game and any and all portions of the Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the Southeastern Conference in perpetuity. Notwithstanding the foregoing, the home team hereby grants the visiting team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the visiting team, professional sports leagues and other colleges and universities for coaching and scouting purposes.
 - (c) Other Rights. The visiting team hereby authorizes the home team (and the Southeastern Conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the Game to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's individual 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 as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for the Game warrants to the home team and the Southeastern Conference that the visiting team has obtained (i) the consent of the individual players, participants and coaches of the visiting team to participate in the Game with the knowledge that it will be televised

or otherwise distributed (on a live and delayed basis) in various media, and (ii) the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).

(d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8. Opponent agrees to indemnify, defend and hold harmless LSU and the State of Louisiana, their officers, employees and agents from and against any claims, demands or damages of whatever nature occasioned by the acts or omissions of its officers, agents, employees, or team members in the performance of this Agreement.
9. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, insurrection, confiscation by order of the government, military or police authority or prohibitory or governmental authority or any other event or reason beyond the control of either party, including that of the Southeastern Conference or 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

10. Other conditions: LSU will pay ~~\$50,000~~ ^{\$90,000} to Grambling State University and ~~\$30,000~~ to ~~Grambling State University~~ Athletics Foundation.

FOR: LSU

By: Wing [Signature] 5/18/18
Coach Date

By: [Signature] 5/18/18
Ath. Director or Designee Date

FOR: Grambling State University

By: [Signature] 5/22/18
Coach Date

By: [Signature] 5/23/18
Ath. Director or Designee Date

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7/17

AMENDMENT ONE

This Amendment One ("Amendment") is entered into as of this 17th day of September, 2018 by and between Grambling State University ("Visiting Team") with a principal place of business at 403 Main Street, Grambling, Louisiana 71245 and Louisiana State University (Home Team) with a principal place of business located at LSU Athletics Administration Building, Baton Rouge, LA 70803. In consideration of the mutual promises and covenants hereinafter set forth, the parties agree that the Agreement dated December 1, 2018 between the parties (the "Agreement") is hereby amended as follows, but that such Agreement shall otherwise continue in full force and effect:

1. Guarantee Payee Name Change – Home Team agrees to make the total guarantee payment amount of \$90,000 payable to Grambling State University. No other payee will be named on any guarantee payments associated with the Agreement.
2. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. The parties acknowledge and agree that except as modified above all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment One as of the day and year first written above.

Grambling State University

By: Tertlynn Olds
Typed Name: Tertlynn Olds

Title: Deputy AD / Business Manager
Date: 9/18/18

LSU (Home Team)

By: Matthew LaBorde
Typed Name: MATTHEW LaBORDE

Title: ASSISTANT AD
Date: 9/19/18

LSU (Home Team)

By: Will Wade
Typed Name: WILL WADE

Title: HEAD COACH
Date: 9/19/18