



WICHITA STATE UNIVERSITY
Department of Intercollegiate Athletics
1845 Fairmount ~ Wichita, KS 67260-0018
316-978-3250

THIS AGREEMENT, entered into this 7th day of September, 2016,
between WICHITA STATE UNIVERSITY-ICAA and LOUISIANA STATE UNIVERSITY
in the sport of softball witnesses the following conditions:

1. SCHEDULED GAMES: (The said parties mutually agree to cause their respective teams to meet as follows:

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12/19/16

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>	<u>CITY</u>	<u>STATE</u>
March 16, 2017	5:00 pm	Wilkins Stadium	Wichita	KS

2. GUARANTEE: None

3. OFFICIALS: (Officials for said games will be assigned by the host institution)

The Missouri Valley Conference and its member institutions support the Collegiate Commissioners Association recommendations to eliminate "split" officiating crews. If game officials in said contests contracted for in this agreement are assigned by the conference of the visiting team, the officiating game fees, travel expenses and per diem will be paid a rate not lower than those established by the Missouri Valley Conference for the season in which the competition takes place.

4. MEDIA RIGHTS:

a. Television: The parties agree that the games to be played under this agreement should have a maximum media exposure. Accordingly, non-conference schools agree to the following:

1. All rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, and via any and all forms of media and methods of distribution) home athletic contests and certain games played at a neutral site have been assigned by Wichita State University to the Missouri Valley Conference, which in turn has entered into agreements with certain third parties for the telecast or distribution of such games.

2. The scheduled start time for the game(s) is solely at the discretion of the host institution and may be changed up to 30 days in advance of the game in order to accommodate television. Any change in the scheduled start time that occurs 29 or fewer days in advance of the game must be mutually agreed upon by the participating institutions.

3. Any change in the date of the game, including changes for television, must be mutually agreed upon by the participating institutions.

4. Wichita State University has no ability to grant to a non-conference school any rights for the telecast or distribution of games played pursuant to this agreement in which Wichita State University is the home team or of games played pursuant to this agreement at certain neutral sites. Such rights may only be granted by prior written approval of the Missouri Valley Conference office.

5. The MVC shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this agreement in which Wichita State University is the home team or of games played pursuant to this agreement at certain neutral sites.

6. Media timeout formats are determined by the host institution's conference. Wichita State University agrees that non-conference schools shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games in which the non-conference school is the home team and to retain any revenues derived therefrom. Any interpretations of the home team conference's television rights and agreements shall be made by the home team's conference office.

b. Use of Game Footage: The visiting team shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and other noncommercial internal uses. Otherwise, such films and/or videotapes may not be replayed, used or otherwise distributed by the visiting team to any person, except that a maximum of two minutes (2:00) of video footage (without audio) may be used in bona fide news reports within 48 hours following the conclusion of the game. Additional rights may only be granted by prior written approval of the Missouri Valley Conference office.

c. Radio Rights: All radio broadcast rights to the games played pursuant to this agreement (including without limitation national, regional, local, satellite, and terrestrial radio rights) are owned by the home team, except that the visiting team shall be provided space for one (audio-only) radio broadcast outlet for the non-exclusive regional terrestrial broadcast by the visiting team's flagship station and additional (audio-only) terrestrial distribution on the visiting team's regional network of terrestrial radio stations.

5. **COMPLIMENTARY ADMISSIONS**: Complimentary admissions will be administered in accordance with National Collegiate athletics Association regulations. A total of 0 complimentary admissions will be provided to the visiting team for each game provided in this Agreement.

6. **ADDITIONAL CONDITIONS**: If either team cancels or fails to appear for said contest, the team cancelling or failing to appear must pay a penalty of \$ 10,000 unless mutually agreed upon by both parties. The parties recognize that exigencies beyond the control of either party, such as Acts of God, Acts of Common Enemy, civil disorders, or orders of military or public authority, may render it impossible or highly undesirable to play one or more of the games agreed to hereunder, in which event or events the game(s) shall be cancelled or rescheduled as such exigencies may dictate or permit and the penalty shall not be applicable. The parties shall discuss and be in concurrence as to whether such an applicable exigency has occurred.

WICHITA STATE UNIVERSITY
Intercollegiate Athletic Association

Visiting Team: LOUISIANA STATE UNIVERSITY

KB
9/6/17

BY: Shirley A. Ewert

TITLE: Sr. Assoc. Director of Athletics/SWA

DATE: September 7, 2017

BY: Muham

TITLE: SA Account AD

DATE: 11/6/2017

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