



**KANSAS
ATHLETICS**
The University of Kansas

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into by and between **KANSAS ATHLETICS, INC.** and the **LOUISIANA STATE UNIVERSITY**, shall be deemed satisfactory and binding when duly signed by parties representing both institutions and in accordance with the provisions herein:

- FIRST:** Sport: **Softball Rock Chalk Challenge**
Facility: **Rock Chalk Park** City: **Lawrence, KS**
Day(s): **Friday and Saturday**
Date(s): **March 17 and 18, 2017**
Time(s): **TBA**
(Game times and dates of series may change per weather)
- SECOND:** Financial considerations (guarantees, entry fees, etc.) will be as follows: **NA**
- THIRD:** The contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the NCAA, or any conference or association to which either or both parties may belong.
- FOURTH:** Officials provided by: **KANSAS ATHLETICS, INC.**
- FIFTH:** Visiting Team shall be allowed: **40 complimentary tickets**
- SIXTH:** Other arrangements shall include: **FRIDAY AND SATURDAY ONLY**
- SEVENTH:** This contract shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or governing boards of these institutions. This agreement may be modified or cancelled with written mutual consent of both parties. If it becomes impossible to play by reason of severe inclement weather, fires, floods, strikes, riots, wars, terrorism, or other Act of God, this agreement may be cancelled by either party and neither party shall be responsible to the other for any loss or damage. If for any reason not covered above a team breaches this agreement by failing to appear at the time and place stated above, then for each contest that is cancelled the breaching team shall pay the other team as liquidated damages the sum of five thousand dollars (**\$5,000.00**). Payment shall be paid within **60** days of the date the cancelled contest would have been played. This sum represents liquidated damages and shall not be regarded as a penalty.
- EIGHTH:** The Home Team shall own and control all radio and television rights and fees. The visiting team shall be provided one (1) rights-free radio outlet for the live broadcast of the visiting team's officially designated station or affiliated radio network and the visiting team is entitled to retain any revenue generated from such broadcast.

NINTH:

The Visiting Team authorizes the Home Team (and its conference) to use (and to authorize each entity effecting or facilitating the Game Broadcast 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 such 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 any manner prohibited by applicable NCAA rules and regulations. The Visiting Team for each game certifies to the Home Team and its conference that the Visiting Team has obtained (i) the consent of the individual players, participants and coaches of the Visiting Team to participate in such game with the knowledge that it may be televised or otherwise distributed (on a live and/or 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 section.

Accepted and Approved:

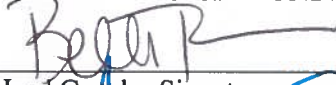
KANSAS ATHLETICS, INC.


Megan Smith, Head Coach

 8-24-16
Debbie Van Saun, Sport Supervisor

Date: August 24, 2016
Telephone: 785-864-7903
Fax: 785-864-5035

LOUISIANA STATE UNIVERSITY


Head Coach - Signature


Athletic Director/Administrator - Signature

Title: Sr Associate AD

Date: 9/1/2016

Phone: 252-578-5786

Please sign and return one original:

Carie Gallagher
Kansas Athletics – OLY
1651 Naismith Drive
Lawrence, KS 66045