

GAME CONTRACT

This GAME CONTRACT ("Agreement") is made and entered into this 23rd day of September 2021, by and between the University of Louisiana at Lafayette ("UL Lafayette") and Louisiana State University ("LSU"). UL Lafayette and LSU may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH that:

1. **DATES AND LOCATIONS**

The said parties mutually agree to cause their respective softball teams to meet:

In the city of Lafayette in the state of Louisiana on the 3rd day of March 2022, at 6:00 pm (where UL Lafayette will be the "Home Team" and LSU will be the "Visiting Team") and there engage in a game (the "Game").

2. **ELIGIBILITY**

The Game shall be governed in all aspects, including the eligibility of all players to participate, by the rules and regulations of its conference and the National Collegiate Athletic Association.

3. **TICKET PRICES**

Ticket prices for each Game shall be set by the Home Team.

4. **FINANCIAL CONSIDERATION**

The Home Team agrees to provide to the Visiting Team, as full and complete consideration:
N/A

5. **TICKETS**

The Home Team will provide Visiting Team with 50 complimentary tickets.

6. **GAME MANAGEMENT**

The Home Team shall assume full responsibility for the management of the Game and will retain all rights and controls to parking, program sales, and concession sales.

7. **OFFICIALS**

Officials for the Game shall be assigned and compensated by the Home Team.

8. **RADIO, TELEVISION, AND OTHER BROADCAST RIGHTS**

- (a) **Radio Rights.** The Home Team (or its conference) for each Game covered by this Agreement 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 such 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 each 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 Home Team (or its 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 such Game and any and all portions of such 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 Home Team (and/or its conference) in perpetuity. Notwithstanding the foregoing, (i) the Visiting Team and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by the Visiting Team, professional sports leagues, and other colleges and universities solely for coaching and scouting purposes (and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the Parties enter into a separate agreement describing the rights of a Visiting Team (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when any Game covered by this Agreement occurs, the Visiting Team (and/or its conference) for such Game shall have the rights as described in such agreement.
- (c) Other Rights. The Visiting Team for each Game covered by this Agreement hereby authorizes the Home Team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the Visiting Team and the names and likenesses of the Visiting Team's individual players 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 connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The Visiting Team for each Game warrants to the Home Team and its conference that the Visiting Team has obtained the right to license the use of the names and likenesses of individual players and coaches for the purposes set forth in this clause (c). Notwithstanding the foregoing, in the event that the Visiting Team notifies the Home Team (or its conference) no later than seven days prior to the applicable Game that it was unable to secure the rights to use the names and likenesses of any of the Visiting Team's individual players or coaches to promote and publicize such Game as provided above, the Home Team (and its conference) will refrain from using such name or likeness in a manner that would infringe any such necessary rights, and the Visiting Team will not be deemed to have granted any such rights hereunder.

9. FORCE MAJEURE

In the event of a “Force Majeure Event”, which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether natural occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether natural occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action, including that of the intercollegiate conferences or the NCAA, both parties shall be relieved of any and all obligations of this Agreement for the affected Game. If possible, the Game will be rescheduled to a mutually agreeable place, date, and time and neither team shall be responsible to the other for any loss or damage as a result of said rescheduling or cancellation. If any Force Majeure Event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event.

10. DEFAULT

Either Party failing to produce its team to play the scheduled Game for reasons other than those stipulated in Article 9 herein shall pay the party not at fault the sum of \$5,000 as reasonable and contemplated liquidated damages, which sum shall be payable within one (1) week of the scheduled Game. The terminating party will be responsible to make effort to find a comparable opponent for the other party.

11. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties hereto so to execute.

University of Louisiana at Lafayette

Louisiana State University

DocuSigned by:

Joe Savoie

10/5/2021

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Dr. E. Joseph Savoie
President

Date

DocuSigned by:

Miriam Segar

10/8/2021

5066F091826744E...

Miriam Segar
Athletic Director or Designee

Date

DocuSigned by:

Bryan Maggard

9/29/2021

F2D75F3BA7C84DZ...

Bryan Maggard, Ph.D.
Vice President for
Intercollegiate Athletics

Date

DocuSigned by:

Beth Torina

10/8/2021

C994FC3356D3431...

Beth Torina,
Head Coach

Date