



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 18th day of November, 2022 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing the University of Illinois (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Softball teams shall be held in accordance with the following general conditions:

1. Date: March 1-3, 2024

Site: Baton Rouge, LA

Times: TBA
2. LSU agrees to pay Opponent the sum of \$0.00 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 \$5,000.00 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 home team.
6. Opponent will receive a maximum of 25 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 pandemic, 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: N/A

FOR: Louisiana State University

By: BUTLER 11/18/22

Coach [Signature] Date 3/9/22
By: [Signature] Date
Ath. Director or Designee

FOR: University of Illinois

By: See Amendment Below

Coach _____ Date _____

By: _____ Date _____
Ath. Director or Designee

Amendment to Athletic Agreement

THIS AMENDMENT amends an Agreement between the University of Illinois and Louisiana State University Athletic Department, for an athletics competition to be held on March 1-3, 2024 at Baton Rouge, LA, as follows:

1. Any reference to University of Illinois in the Agreement shall be deemed to mean the Board of Trustees of the University of Illinois on behalf of its Division of Intercollegiate Athletics.
2. If the competition is to be broadcast via radio or television, the following shall be added to the Agreement:
 - a. Radio, if any: If requested, Home Team shall provide University of Illinois with one outlet for radio broadcast of its game to University of Illinois' home geographic area, free of charge. University of Illinois is entitled to retain any revenue generated by such radio broadcast. All other radio rights to the game shall be the property of Home Team.
 - b. Television, if any: Home Team agrees to grant, or cause to be granted, to University of Illinois and The Big Ten Conference, Inc. access to a clean television production feed of the game.
3. Failure of either party to perform this Agreement, either by cancellation or failure to appear, and unable to replace the competition with a contest against a team of similar stature, shall result in a forfeiture fee of \$5,000 to be paid by the forfeiting institution unless such cancellation is mutually agreed to by the parties.

If performance of this Agreement is prevented due to a *force majeure*, strike, riot or civil commotion, war, or action of the NCAA or any court or governmental authority, the affected party shall promptly notify the other in writing, and this Agreement shall terminate without penalty or liability to either party.

The Agreement and this Amendment are hereby agreed to:

The Board of Trustees of the University of Illinois The Board of Trustees of the University of Illinois By: <u>Paul N. Ellinger</u> Paul N. Ellinger, Interim Comptroller By: <u>Bradley Henson</u> Bradley Henson, Director of Purchasing By: _____ Paul N. Ellinger, Comptroller Date: <u>07/19/2023</u>	Louisiana State University By: <u>[Signature]</u> Printed: <u>Miriam Segar</u> Date: <u>7/17/2023</u>
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