



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 24th day of October, 2023 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing the University of Louisiana at Lafayette (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 19, 2024

 Site: Baton Rouge, LA

 Time: 6:00pm CT
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 70 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: [Signature] 10/25/23

Coach

Date

By: [Signature] 10/25/2023

Ath. Director or Designee

Date

FOR: University of Louisiana at Lafayette

DocuSigned by:

By: Gerald Glasco, Jr. 11/7/2023

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Coach

Date

DocuSigned by:

By: Bryan Maggard 11/7/2023

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Ath. Director or Designee

Date

DocuSigned by:

By: Joe Savoie 11/9/2023

1405E1487C93461...

Dr. E. Joseph Savoie, President Date

Neal R Lamonica

From: Hunter L Goldsmith <hunter.goldsmith@louisiana.edu>
Sent: Wednesday, January 24, 2024 3:18 PM
To: Quinlan Duhon
Cc: Miriam F Segar; Neal R Lamonica
Subject: RE: ULL @ LSU - amended game date

Some people who received this message don't often get email from hunter.goldsmith@louisiana.edu. [Learn why this is important](#)

Confirmed!

Hunter L. Veach (Goldsmith)

Softball Chief of Staff

Louisiana Ragin' Cajuns®
235 Cajundome Blvd.
Lafayette, Louisiana 70506

Cell Phone: 239-896-0891



From: Quinlan Duhon <quinlan@lsu.edu>
Sent: Wednesday, January 24, 2024 3:02 PM
To: Hunter L Goldsmith <hunter.goldsmith@louisiana.edu>
Cc: Miriam F Segar <msegar@lsu.edu>; Neal R Lamonica <nlamoni@lsu.edu>
Subject: ULL @ LSU - amended game date

CAUTION: This email originated from outside of UL Lafayette. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hunter,

As I know you are aware, after the mutual agreement between Coach Glasco and Coach Torina, there has been a date change for the midweek game between LSU and UL-Lafayette that will be played in Baton Rouge. Please reply to this email confirming your mutual consent to the date change as required by provision #3 in the previously executed contract. The email confirmation will be attached to our existing contract confirming the date change.

Original date: March 19, 2024 (6pm first pitch) | Baton Rouge, Louisiana

Amended date: April 16, 2024 (6pm first pitch) | Baton Rouge, Louisiana

Thank you,

Quinlan

M. Quinlan Duhon

Director of Softball Operations

LSU National L Club Vice President

Louisiana State University

LSU Athletic Administration Building

Baton Rouge, LA 70803

Mobile 225-326-0076

Quinlan@lsu.edu | lsu.edu | lsusports.net

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