



This agreement is made and entered into on **September 23**, 2025, by and between the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College through its Athletic Department (Home Team) and the athletic authorities representing **Lamar University** (Visitor), collectively (the Parties), 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: February 6-8, 2026 (Tournament) Date:
Site: Baton Rouge, LA Site:
Time: Time:
2. Home Team agrees to pay Visitors the sum of \$0.00 for participating in such a contest.
3. Failure of the Parties 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 party.
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 SEC.
6. Visitor will receive a maximum of 25 complimentary tickets.
7. Radio, Television and Other Broadcasting Rights:
 - (a) Radio Rights. 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 Visitor 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 Visitor's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. 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-airings and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent Visitor has or will have any such rights, Visitor irrevocably assigns, conveys, and transfers all of such rights to the Southeastern Conference in perpetuity. Notwithstanding the foregoing, Home Team hereby grants the Visitor the non-exclusive rights to create and distribute coach's films of the Game for use solely by Visitor, professional sports leagues and other colleges and universities for coaching and scouting purposes.
 - (c) Other Rights. Visitor hereby authorizes 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 Visitor 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. Visitor for the Game warrants to Home Team and the Southeastern Conference that Visitor has obtained (i) the consent of the individual players, participants and coaches of Visitor 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. Each Party shall be responsible for any and all claims, injuries, damages, or other liability attributable to the negligent acts or omissions of itself and its officers and employees that arise within the course and scope of said Game. Each Party to this agreement must seek its own legal representation and bear its own cost, including judgments, in any litigation that may arise from the performance of this agreement.
9. In the event of fire, flood, hurricane, tornado, earthquake, pandemic, 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: Board of Supervisors of Louisiana
State University and Agricultural &
Mechanical College

By:	 <u>Beth Torina (Sep 29, 2025 11:40:59 CDT)</u>	9/29/25
	Coach	Date
By:	 <u>Miriam Segar (Sep 29, 2025 13:59:25 CDT)</u>	9/29/2025
	Ath. Director or Designee	Date

FOR: Lamar University

By:	 <u>Amy Hooks</u>	1/28/24
	Coach	Date
By:	_____	_____
	Ath. Director or Designee	Date