

LOUISIANA STATE UNIVERSITY
ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 27th day Of August, 2019, by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing The Ohio State University (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Men's & Women's Track & Field teams shall be held in accordance With the following general conditions:

Date: April 4, 2020

Date:

Site: Baton Rouge, LA

Site:

Time: TBA

Time:

2. LSU agrees to pay Opponent the sum of for participating in such acontest.

3. Failure Of either institution to honor this signed agreement (except by mutual consent) Shall result in a forfeiture fee Of \$Q 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 USU Track Field Officials Association.

6. Opponent will receive a maximum of Q 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 fullgame 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 distnbuted 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 nghls to the Southeastern Conference in perpetuity. Notwithstanding the foregoing, the home team hereby grants the visitng team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the visiting team, professtional 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 distnbution Of the Game to use) the trademarks and logos Of the visiting team, ps scr_gcg.ly n in the plitached Exh1b1t and the names-and-IDkenesse5-of-4he-Y15+H0g-team-:sto promote and publicize the Game and the participating

teams and institutions, provided that such logos, 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 (e); the-

- (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.~~

Commented 1A: AS an instrumentality of the State of Ohio, OSU cannot agree to indemnify third parties.

~~9~~ In the event of 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: Opponent his State will be provided at no cost with 30 rooms per night at the Renaissance. Check-in be April 3, 2020 and check-out date will be April 5, 2020 conditions:
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FOR: Louisiana State University

FOR: The Ohio State University

Ath. Director or Designee

By: [Signature] 9/4/19 By: [Signature]
Coach Date Head Coach Date
By: _____ By: [Signature] 9-13-19
Date Date Senior Vice President for Business and Finance &