



Creighton University Athletics
 Ryan Athletic Center
 2500 California Plaza
 Omaha, NE 68178

THIS AGREEMENT, dated February 6, 2023, entered into between **CREIGHTON UNIVERSITY** and Louisiana State University in the sport of **WOMEN'S VOLLEYBALL** is based upon the following terms:

1. **SCHEDULED CONTEST(S):** The parties mutually agree to cause their respective teams to meet as follows:

Event	Date	Time	Facility/Venue	City, State
Bluejay Invitational	Sept 1, 2023	3:30pm	Sokol	Omaha, NE
Bluejay Invitational	Sept 2, 2023	5:00pm	Sokol	Omaha, NE
Bluejay Invitational	Sept 3, 2023	12:00pm	Sokol	Omaha, NE

2. **FINANCIAL GUARANTEE:** Creighton will provide the Visiting Team with 30 hotel rooms
3. **FINANCIAL GUARANTEE MODIFICATION:** Should the Visiting Team be unable to comply with COVID-19 vaccination and/or testing and protocols (Section #10) and/or have positive COVID-19 cases within the program that prohibit the Visiting Team from competing, Creighton University is no longer obligated to provide the financial guarantee outlined in Section #2.
4. **OFFICIALS:** To be assigned by Creighton University and/or BIG EAST Conference.
5. **AGREEMENT TO TELECAST/STREAMING & MEDIA RIGHTS:**
 - a. Creighton University shall have the following rights of release for live/delayed telecasting:
 - i. National network & cable television;
 - ii. Conference television package via over-the-air, cable, satellite, or streaming transmissions;
 - iii. Institutionally syndicated package;
 - iv. Home-area release;
 - v. Release via any other means of transmission not listed herein; and
 - vi. Any delayed telecast without restriction.
 - b. In addition, Creighton University may use recorded footage of any match under this Agreement for the following purposes:
 - i. For file, reference, audition, promotional, and/or publicity purposes;
 - ii. For any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
 - iii. For highlight shows, coaches' shows, or other commercial ventures inuring solely to the benefit of Creighton University or its designees.
 - c. The Visiting Team shall have the following rights of release:
 - i. Live telecast into Visiting Team's home-area if not in conflict with either conferences' media rights agreements, which shall supersede this agreement.
 - ii. Delayed telecast into Visiting Team's home-area and whatever additional area it wishes so long as such release does not conflict with the terms of the BIG EAST Conference or Creighton University's institutional media rights agreements.

- iii. Such additional live rights may be granted at the sole discretion of Creighton University at the request of the Visiting Team.
 - d. The Visiting Team may use footage under this agreement for the following purposes:
 - i. For file, reference, audition, promotional, and/or publicity purposes;
 - ii. For any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
 - iii. For highlight shows, coaches' shows, or other commercial ventures inuring solely to the benefit of Creighton University or its designees.
 - e. Notwithstanding the foregoing, any release by the Visiting Team of a match or use of footage hereunder must comply with the applicable national network or national cable contracts of the BIG EAST Conference and the conference of the Visiting Institution.
 - f. The Visiting Team shall agree to the following:
 - i. The scheduled time for the contest is subject to change for the purpose of accommodating live telecasting/streaming opportunities; and
 - ii. Any change in the date of the contest shall require consent of the visiting institution, which consent shall not be unreasonably withheld.
6. **REVENUE DISTRIBUTION:** If the contest is broadcast as part of a conference package or series, there shall be no rights fees paid to the Visiting Team or its conference. All of the media rights fees, if any, shall be retained by Creighton University and the BIG EAST Conference.
7. **FACILITIES:** Creighton University agrees to provide the Visiting Team reasonable, adequate facilities at the contest site to accommodate dressing, secure storage, and travel party safety. Additionally, Creighton University agrees to provide the Visiting Team with an opportunity to engage in a pre-contest practice at the competition site, provided that the Visiting Team communicates its intention to engage in such a practice within a reasonable time prior to the contest, and as venue scheduling/availability allows.
8. **COMPLIMENTARY ADMISSIONS:** Complimentary admissions will be administered in accordance with NCAA regulations. A total of **40** complimentary admissions will be provided to Visiting Team (*location of seats TBD*). Unutilized complimentary admissions must be returned to the Creighton University Ticket Office at least five (5) days prior to the scheduled date of the contest.
9. **ADDITIONAL CONDITIONS:** Creighton University shall assume management of the event and pay the expenses thereof, including officials' fees, but not including Visiting Team's expenses, unless otherwise specified herein. Visiting Team shall pay **\$10,000** to Creighton University for its cancellation of the scheduled event, unless otherwise attributable to Force Majeure Events (see Section 12). The Visiting Team shall pay the cancellation fee to Creighton University within thirty (30) days of the applicable match date.
10. **COVID-19 TERMS AND CONDITIONS:** Prior to participating in the scheduled contest, each party agrees and attests that they have fully complied with any and all regulations and medical health directives promulgated by local, state or federal government, or any public or private authority, including the NCAA, BIG EAST Conference, and/or Creighton University regarding public health protocols, including testing and/or vaccinations for COVID-19, variants, and/or similar infections



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(if applicable). If required, a testing protocol and vaccination attestation will be distributed in advance of the contest.

- 11. NOTICES:** All notices, consents, requests, demands, or other communications between the parties must be given in writing (e.g., email, facsimile, certified mail) to the respective institution's Athletic Director, General Counsel or designee.
- 12. FORCE MAJEURE:** Notwithstanding the foregoing, the parties are relieved of any liability (including any responsibility under Sections 2, 3 and 9), and no damages or penalties shall be due to either party if the scheduled contest cannot occur on account of Acts of God, war, government regulations, terrorist acts, riots, disasters, epidemics, pandemics (including COVID-19 and related variants), other public health outbreaks, strikes, travel restrictions, any act, law, regulation, rule, restraint, or order of any government or public or private authority, or any other causes similar or dissimilar, beyond the control of the parties which make performance impossible ("Force Majeure Event"). *For the avoidance of doubt, the cancellation of the scheduled contest, whether by Visiting Team, Creighton University, the BIG EAST Conference, or the NCAA, because of any governmental action in response to COVID-19 or similar viral outbreak shall be considered a Force Majeure Event under this section.*
- 13. EXECUTION OF THIS AGREEMENT:** The persons executing this agreement, on behalf of his/her institution, hereby warrants that they are authorized to obligate his/her institution to all arrangements agreed to herein.

	CREIGHTON UNIVERSITY	LOUISIANA STATE UNIVERISTY
Athletic Director (or designee) Signature:	Marcus Blossom DocuSigned by: BB9C2646B0AA4F2...	
Date:	2/15/2023 5:00 PM CST	
Head Coach Signature:	Kirsten Bernthal Booth DocuSigned by: FC6F63DD922C740...	DocuSigned by: Tonya Johnson 30B6A9DCA2544B0...
Date:	2/16/2023 8:28 AM PST	3/1/2023 12:11 PM CST
Business Services (or designee) Signature:	John J. Jesse, III DocuSigned by: F54C135A82E946D...	DocuSigned by: Miriam Segar 5066F091826744E...
Date:	2/14/2023 1:26 PM CST	3/1/2023 10:40 AM PST

Certificate Of Completion

Envelope Id: 282D2D3698A44EA0A8A2D4F0845CC495

Subject: Complete with DocuSign: WVB - 2023 Game Contract LSU (1).docx

Source Envelope:

Document Pages: 3

Certificate Pages: 5

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Status: Completed

Envelope Originator:
Christine Shadiow
2500 California Plaza
Omaha, NE 68178
christineshadiow@creighton.edu
IP Address: 68.227.172.196

Record Tracking

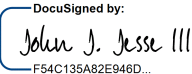
Status: Original
2/14/2023 12:40:28 PM

Holder: Christine Shadiow
christineshadiow@creighton.edu

Location: DocuSign

Signer Events

John J. Jesse III
JohnJesse@creighton.edu
Treasurer
Creighton University
Security Level: Email, Account Authentication (None)

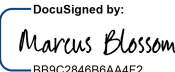
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Signed: 2/14/2023 1:26:01 PM

Signature Adoption: Pre-selected Style
Using IP Address: 72.196.28.76

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcus Blossom
marcusblossom@creighton.edu
Security Level: Email, Account Authentication (None)

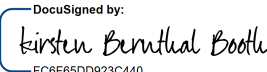
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Signed: 2/15/2023 5:00:11 PM

Signature Adoption: Pre-selected Style
Using IP Address: 147.134.55.103

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kirsten Bernthal Booth
KirstenBooth@creighton.edu
Security Level: Email, Account Authentication (None)

Signature
DocuSigned by:

FC6F65DD923C440...

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Signed: 2/16/2023 10:28:06 AM

Signature Adoption: Pre-selected Style
Using IP Address: 98.161.8.159

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tonya Johnson tdj@lsu.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/16/2023 10:28:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2023 12:43:02 PM
Certified Delivered	Security Checked	2/16/2023 10:27:32 AM
Signing Complete	Security Checked	2/16/2023 10:28:06 AM
Completed	Security Checked	2/16/2023 10:28:08 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sheribacon@creighton.edu

To advise Creighton University of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at sheribacon@creighton.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to sheribacon@creighton.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Creighton University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Creighton University during the course of my relationship with you.