

Game Contract between: Louisiana State University (Visiting school)
and
The University of South Florida (Home school)

In the sport of: Women's Basketball

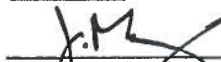
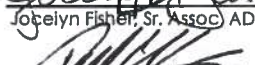
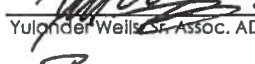
Contract creation date: April 7, 2017

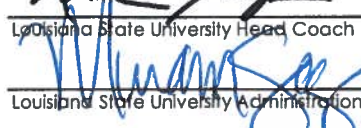
Articles: **2017-2018 & 2018-19 seasons**

- 1) a. **Dates:** 2017-18: Friday, November 10, 2017 at USF
2018-19: Date TBD at LSU
- b. **Site:** 2017-18: USF Sun Dome, Tampa, FL
2018-19: LSU
- c. **Time:** TBD
- d. **Officiating Assigned by:** Home Team's Conference
- e. The Home Team shall pay for the assigned officials. The Home Team shall have the right to determine the game start time. The game shall be governed in all respects, including player eligibility, by the rules of the NCAA, the rules of the conferences to which each party belongs and the applicable institutional rules of each party.
- 2) All television, radio, and internet broadcast rights shall be under the control of the Home Team, including national radio and satellite radio, with the understanding that the Visiting Team shall be provided the opportunity for one radio outlet to broadcast to their home market without providing the Home Team a rights fee. Any receipts from the sale of such live broadcast shall be vested in the respective team holding the rights to the live broadcast.
- 3) Financial Obligations to Visitor: \$0
- 4) a. Income from live or delayed telecasts shall be retained by each institution based on its individual conference or rights holder agreements with television networks; however, the Home Team shall determine the award of all television rights whether telecast or cablecast. The most current American Athletic Conferences' Television Policies and Procedures, located in the American Athletic Basketball Policy Manual shall be incorporated by reference into this contract.
b. Subject to the American Athletic Conference Television Policies and Procedures, if the game is not telecast or cablecast, the Home Team may grant the Visiting Team permission to telecast to its home market for a rights fee of \$ TBD. The Home Team shall have the right to charge a fee and retain any income for the origination of any other non-network telecast to areas other than the Visiting Team's home market. Neither team may distribute the telecast to the opposing team's state without written permission of the opposing team.
- 5) Both parties shall have the right to use excerpts from this game for highlights or coaches' television shows.
- 6) The Allocation of game tickets will be as follows:
Ticket prices shall be set by the Home Team.
The Home Team shall make 50 complimentary tickets available to the Visiting Team.
The Visiting Team shall have the option of purchasing tickets from the Home Team, number limit TBD.
Cheerleaders and Mascot of each team shall be admitted free of charge, provided they are in uniform.
- 7) If either party fails to comply with the terms and conditions of this agreement or unilaterally cancels the agreement for any reason, the canceling party agrees to pay the other party the sum of **\$30,000.00** as reasonable and contemplated liquidated damages and not as a penalty. If either party unilaterally cancels this agreement **60 days prior to game date listed above**, the amount of reasonable and contemplated liquidated damages stated above shall double. Either amount shall be **due within ninety (90) days of cancellation**. The parties have bargained for and agreed to these liquidated damages provisions, giving consideration to the fact that the cancellation of a women's basketball game will cause the other party to lose revenue and incur other consequential damages, which losses are difficult to determine fairly or with certainty. If cancellation is by mutual consent, this contract shall be null and void.
- 8) Force Majeure: The parties agree that if by reason of an act of God or national crisis that would make it impossible or impractical to play the game agreed to, the game shall be cancelled or rescheduled and both parties shall be relieved of any and all obligations of this agreement.

- 9) In the event any game to be played hereunder is canceled or rescheduled as a result of a change in the scheduling requirements of either party's member conference, neither party shall be held responsible for the financial obligations set forth in Section 7 or any other loss or damage resulting from such charge. For purpose of this paragraph, a change in scheduling requirements shall include, without limitation, changes in the number of conference games to be played, changes from the addition or subtraction of conference members, or any other changes in conference schedules. In addition, if either party moves from their respective conference to another conference within two years of signing of this agreement, both parties will attempt to reconcile any required scheduling changes that may occur as a result of such a move; however, upon a failure to reconcile by either party, then such party shall be held responsible for the financial obligations set forth in Section 7 or any other loss or damage resulting therefrom.
- 10) The Visiting Team recognizes that the Home Team may have exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items in the Home Team's arena. The Visiting Team agrees to consult with the Home Team to ensure that no sponsorship violations occur.
- 11) Each party shall be solely responsible for payment of any assessments due to its own conference or any other governing body, including taxing authorities.
- 12) If a provision of this agreement or any application thereof shall be found invalid or unenforceable, the remainder of the agreement and any application of such provision shall not be affected.
- 13) This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.
- 14) No failure by either party to insist upon the strict performance by the other of any term or condition of this agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.
- 15) The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so. Unless signed by the representative of the Visiting Team, this contract offer expires one month from the contract creation date. Any changes made to this initial offer shall constitute a counter-offer and shall require acceptance before binding either party.

Approvals:

	4.10.17
Jose Fernandez, Head Coach	Date
	4.10.17
Jocelyn Fisher, Sr. Assoc. AD for Admin	Date
	4/11/17
Yulander Wells, Sr. Assoc. AD /CFO	Date
	4/10/17
Barry Clements, Executive Deputy AD	Date

	5/21/17
Louisiana State University Head Coach	Date
	5/23/17
Louisiana State University Administration	Date

Please sign and return one copy to:
Ralph Shick, Associate Athletic Director for Sports & Program Services
University of South Florida Athletics
4202 East Fowler Avenue, Building ATH 100, Tampa Florida 33620-8600
Ph: 813-974-4869 Fax: 813-974-4028 Email: rshick@usf.edu