

OKLAHOMA[®]

DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

September 23, 2019

~~Joe Alleva~~ *Scott Woodward*
Louisiana State University
Department of Athletics
Moran Family Athletic Center
Baton Rouge, LA 70803-5095

Dear Joe:

This letter will confirm the Events time for the Women's Basketball Game Agreement executed by the University of Oklahoma on January 30, 2019 and Louisiana State University on February 19, 2019 for their respective varsity women's teams. That agreement is attached for reference and is modified as follows:

II. EVENTS

DATE

December 7, 2019
Time: 3:00PM CDT

LOCATION

Lloyd Noble Center
Norman, OK

All other terms and conditions shall remain in full force and effect. Please acknowledge the acceptance of this modification by the authorized signature below and return a fully executed copy to the following address:

University of Oklahoma
Department of Athletics
ATT: Gina Walker
180 West Brooks
Norman, OK 73019

Thank you and will look forward to these games.

Sincerely,

Lindy Roberts-Livy
Lindy Roberts-Livy
Sr. Associate Athletic Director/SWA

Acknowledged and Accepted:

UNIVERSITY OF OKLAHOMA

BY: *Lindy Roberts-Livy*

ITS: *Sr. Associate AD/SWA*

DATED: *9/20/19*

FEDERAL TAX ID #: 73-1377584

LOUISIANA STATE UNIVERSITY

BY: *William S. G.*

ITS: *Sr. Associate AD*

DATED: *10/3/2019*

FEDERAL TAX ID #: 72-6000848



McCLENDON CENTER FOR INTERCOLLEGIATE ATHLETICS
180 W. BROOKS | NORMAN, OK 73019 | P: (405) 325-8200

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WOMEN'S BASKETBALL GAME AGREEMENT

This agreement is between The University of Oklahoma (**OKLAHOMA**), a member institution of the Big Twelve Conference, and the Louisiana State University (**LOUISIANA STATE**), a member institution of the SEC Conference. For and in consideration of the mutual promises and covenants set forth herein, the aforesaid parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to confirm the arrangements made for holding athletic contests between **OKLAHOMA** and **LOUISIANA STATE**.

II. EVENTS

OKLAHOMA and **LOUISIANA STATE** hereby agree that their varsity women's basketball teams will meet on the following date in the city and facility indicated and compete against each other in the sport of basketball:

DATE

December 7, 2019
2:00 pm

LOCATION

Lloyd Noble Center
Norman, OK

III. ELIGIBILITY AND RULES

The eligibility of all players who are to participate on such date shall be determined by the rules

and regulations of the respective conferences and the National Collegiate Athletic Association (NCAA). The contest shall be governed by the rules of the NCAA as in effect at the time of the contest.

IV. OFFICIALS

Officials will be assigned by the **HOME TEAM**.

V. COMPENSATION

The rights to an income derived from all associated game activities including, without limitation, concessions, programs, souvenirs, soft goods, parking, etc. shall belong to the **HOME TEAM**.

VI. DAMAGES

Neither party shall be considered in default of this Agreement for failure of its basketball team to appear and participate in the above game for reasons due to acts of God, national disaster, national emergency, labor disputes, or orders of a state or federal court or authority, or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which both parties are members, or other similar events beyond the control of either party.

VII. RADIO

Contracting for radio broadcasting rights shall be the right of the **HOME TEAM** and the **HOME TEAM** shall receive all receipts that accrue therefrom. Notwithstanding the foregoing, however, the **VISITING TEAM** shall have the right to designate a single radio station or radio network to carry a live broadcast of the game played pursuant to this agreement without incurring an obligation to pay

right fees to the **HOME TEAM**. The **VISITING TEAM** may retain revenues from its own broadcast permitted under this Paragraph. A single station or radio network may be designated pursuant to this Paragraph only if it is carrying fifty percent (50%) or more of the varsity women's basketball games being played by the **VISITING TEAM** during the season in which the game is to be played. A radio network, for the purpose of this Agreement, is defined as an alignment of one or more radio stations. Neither institution shall grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not normally broadcast fifty percent (50%) or more of its varsity women's basketball games during the regular seasons. Neither institution shall grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not normally broadcast fifty percent (50%) or more of its varsity women's basketball games during the regular season. Notwithstanding any of the foregoing, however, the **VISITING TEAM**, in its discretion, shall have the right to allow a student operated radio station affiliated with the **VISITING TEAM** to broadcast within its customary broadcast area any game played pursuant to this Agreement.

VIII. TELEVISION

All live television or other video broadcasts of the game under this Agreement by one and all forms of transmission or distribution that now exists or may be developed in the future and any related revenue shall be retained solely by the **HOME TEAM**.

IX. TICKETS

Ticket prices shall be set by the **HOME TEAM**. The **HOME TEAM** shall furnish to the **VISITING TEAM** twenty-five (25) complimentary behind the bench tickets and twenty-five (25) complimentary best available tickets.

X. MISCELLANEOUS PROVISIONS

a. It is understood that this contract is the total agreement between the parties pertaining to the subject matter and supercedes all prior and contemporaneous agreements, representations, and understandings relating to the subject matter.

b. Any additions, modifications, waivers, or changes must be submitted in writing and signed by authorized representatives of both parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific provision and instance expressly stated.

c. In the event either party commences an action in either law or equity to enforce the terms and provisions hereof, the losing party shall pay the prevailing party a reasonable attorney's fee as fixed by a court of competent jurisdiction.

d. By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution.

e. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

f. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purpose of this Agreement.

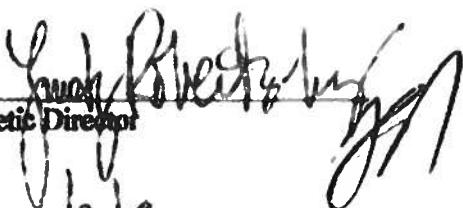
g. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the parties to this Agreement.

h. None of the provisions of this Agreement shall be for the benefit of or be enforceable

by any third party, including the creditors of any party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

UNIVERSITY OF OKLAHOMA



Athletic Director

Date
1/30/19

73-1377584
Federal Tax ID Number

LOUISIANA STATE UNIVERSITY



Athletic Director

Date
2/19/2019

72-6000848
Federal Tax ID Number