



Atlantic Coast Conference

NON-CONFERENCE WOMEN'S BASKETBALL CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2020 by and between
Florida State University, hereinafter designated as the HOME TEAM, and
Louisiana State University, hereinafter designated the VISITING TEAM.

DATE	PLACE	TIME	VARSITY
11/15/20	Donald L. Tucker Center	TBD	☒
			☐

- The eligibility of all players to participate in said game shall be determined by the rules and regulations of the ATLANTIC COAST CONFERENCE and of the Southeastern CONFERENCE; each team subscribing to the rules and regulations of its own Conference or Institution, if non-affiliated.
- The HOME TEAM agrees to furnish the VISITING TEAM 75 complimentary tickets. (If possible, these seats are to be placed behind the visiting team bench.)
- The VISITING TEAM Official Party shall consist of a maximum of twenty-three (23) persons. The HOME TEAM will furnish eighteen (18) chairs for players, coaches, trainer, and doctor during game.
- Officials shall be appointed by the ATLANTIC COAST CONFERENCE.
- The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: the HOME TEAM shall retain the revenue from, and full control of, radio rights, but with the understanding that the VISITING TEAM shall have one outlet free of charge and the revenue derived therefrom.
- Telecast: Telecast Rights (as defined herein) for the basketball games contracted for in this Agreement are granted to the Conference of the HOME TEAM (or if the HOME TEAM is not a member of a Conference, then to the HOME TEAM), provided that if the Atlantic Coast Conference team is the VISITING TEAM for a game and such game will be played at a neutral site, the grant of Telecast Rights for such game is subject to the prior written approval of the Atlantic Coast Conference. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcasts (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DVD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. A division of the Telecast Rights fees between the HOME TEAM and the VISITING TEAM will be determined prior to the Telecast of any neutral site basketball game as contracted for in this Agreement. In addition, in connection with any Telecast of any such game, all rules, regulations and relevant contractual obligations of the Conferences to which the parties may belong which are applicable to the Telecast of basketball games must be complied with, and the relevant rules and regulations of the NCAA must also be complied with.
- Additional agreements: (Cancellation penalty, etc.)

Florida State University agrees to return game at LSU in 2021-2022. In the case that either institution fails to produce a team on the said date (s) or breaks any clause of this contract without permission of the opposing institution, the forfeiting institution will pay the sum of \$10,000. However, the parties acknowledge and agree that exigencies beyond the reasonable control of either party, including Acts of God, fire, hurricane, tornado or other extraordinary meteorological conditions, Acts of Common Enemy, civil disorders, orders of military or governmental authorities, transportation failure, or sudden and unanticipated conditions at the facility that is to serve as the venue for the contest, may render it impossible or highly undesirable to play the game or games agreed to pursuant to this contract. In any such event, the game or games shall be cancelled or rescheduled as the circumstances may require. Any such cancellation or rescheduling for the reasons set forth herein shall relieve both parties of any and all obligations under this contract relative to the cancelled or rescheduled contest.

SIGNATURES

David Colburn

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Miriam Segar

5066F0918201D4161

Florida State University

HOME INSTITUTION

Louisiana State University

VISITING INSTITUTION

6/17/2020 | 7:27 AM EDT

DATE

6/17/2020 | 6:14 PM PDT

DATE

Federal I.D. Number: _____

Updated 3/16/15

ADDENDUM TO AGREEMENT

The undersigned parties to the Agreement between Florida State University (the "University") and Louisiana State University entered into June 16, 2020 (the "Agreement"), agree to add the following provision to the Agreement by signing this Addendum ("Addendum"):

1. The Agreement is being signed by each party with full knowledge of the ongoing COVID-19 situation affecting the United States and the World (the "Pandemic"). Pandemic related concerns have caused the cancellation of sporting events across the United States. It is unknown at the time of the signing of the Agreement if the event will be canceled due to Pandemic related concerns. If such event is cancelled due to Pandemic related concerns, the Agreement is automatically terminated, no party will be considered to be in breach, there shall be no damages owed by any party to any party, including any forfeiting amount, and any financial guarantee to be paid or paid by the Home Team to the Visiting Team shall be returned by the Visiting Team to the Home Team within 30 days of the event being cancelled.
2. In the event of any differences, disagreement, and/or conflict between or among any terms or provisions of the Agreement and this Addendum, the terms of this Addendum shall govern, have priority and be controlling thereof.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the Effective Date, which shall be the Effective Date of the Agreement:

FLORIDA STATE UNIVERSITY

DocuSigned by:



6/17/2020 | 7:27 AM EDT


David Colburn

Date

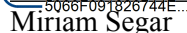
Director of Athletics

LOUISIANA STATE UNIVERSITY

DocuSigned by:



6/17/2020 | 6:14 PM PDT


Miriam Segar

Date

Senior Associate AD/Sr. Woman Administrator

DS

