



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 28th day of April, 2022 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing the Western Carolina University (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Women's Basketball teams shall be held in accordance with the following general conditions:

1. Date: November 13, 2022

Site: Baton Rouge, LA

Time: TBD
2. LSU agrees to pay Opponent the sum of \$20,000 for participating in such a contest.
3. Failure of either institution to honor this signed agreement (except by mutual consent) shall result in a forfeiture fee of \$10,000 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 SEC for the game in Baton Rouge.
6. Opponent will receive a maximum of 50 complimentary tickets.
7. The radio broadcast of the game shall be under the control of LSU. LSU shall provide one outlet free of charge for the exclusive broadcast on the established radio network of the Opponent.
8. Opponent acknowledges and agrees that the SEC owns and retains all television, pay per view, cable, internet and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred to as a "Broadcaster") the Game and any and all portions of the Game (including media interviews and pre and post game material and events) throughout the universe by any and all means, uses, and media now known or hereafter developed (including via local, regional or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the internet)(collectively referred herein as "Broadcast Rights.") If and to the extent Opponent has or will have any such Broadcast Rights, Opponent irrevocably assigns, conveys, and transfers all of such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer. (As used herein, "internet" means a global information network consisting of interconnected, but independent, computers including, but not limited to, the World Wide Web.) Opponent hereby grants each Broadcaster a license to use the trademarks and logos of Opponent and the names and likenesses of Opponent's individual Game players, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names, and likenesses must not be used by any broadcaster as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner inconsistent with or prohibited by applicable NCAA rules and regulations. Opponent warrants to LSU that Opponent has obtained the right to license the use of the names and likenesses of individual Game players, participants, and coaches for the purposes set forth in this paragraph.
9. Only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, GS 143-291, et seq., and without waiver of its sovereign immunity, 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.

10. In the event of a pandemic, 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.
11. Other conditions: Each team will have access to the main arena floor at least sixty (60) minutes prior to the commencement of the contest. This courtesy shall be reciprocated if the teams enter into a home and home agreement.

FOR: Louisiana State University

By: Kim Mulkey 5/20/22

Coach Date

By: L. Williams 5/20/22

Ath. Director or Designee Date

FOR: Western Carolina University

By: Ky Jhr 5/31/22

Coach Date

By: [Signature] 5/31/22

Ath. Director or Designee Date

Kyle P. Fer, Deputy AD

