



CONTRACT

This Contract, effective as of the last date of signature below, is entered into by and between Louisiana State University, (hereinafter "LSU"), on behalf of its Department of Intercollegiate Athletics, and Russ Potts Productions, Inc. (hereinafter "RPPI" or "Promoter"), who shall at times in this agreement be jointly referred to as "the Parties."

WHEREAS, RPPI has obtained the agreement of the LSU Women's Basketball Team to participate in an NCAA women's basketball game vs. the Grambling State University ("Grambling") Women's Basketball team at the arena known as Brookshire Grocery Arena managed by ASM Global (the "Arena"), located at 2000 Brookshire Grocery Arena Drive, Bossier City, LA 71112 (the "Event"). Within this agreement Grambling and LSU may be collectively referred to as the "Teams"; and

WHEREAS, the Event shall take place on Sunday, December 8, 2024, at a time to be determined upon mutual agreement of RPPI, potentially subject to broadcast partners, and the parties, hereto.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. LSU shall be designated as the home team and utilize the designated home team locker room and Grambling shall be designated as the visiting team and utilize the designated visiting team locker room for this Event.
2. LSU shall retain rights and responsibilities as our customary for the home team in an NCAA Women's Basketball game, which shall include but not be limited to;
 - a. Coordination, assignment, and payment of officials in conjunction with the Southeastern Conference. Officials shall be a blended crew.
 - b. Coordination and provision of DV Sport replay system and operator for replay services during the game.
 - c. Provision of Scorer's table staff including live stats as well as timeout coordinator and other staff necessary to operate the game.
 - d. Provision of precision timing system.
 - e. Coordination of game presentation to include game script and music.
 - f. Provision of basketballs and racks for game and shoot-arounds for both teams.
 - g. Coordination of press row and media press room including any food and beverage provided.

3. LSU shall receive a minimum guarantee of ten thousand dollars (\$10,000) for their participation in this event, plus a payment based on the ticket sales incentive outlined in Exhibit A. Financial settlement for the Event shall take no more than sixty (60) days following the conclusion of the Event.
4. Ticket pricing for the Event shall be determined by RPPI. LSU shall receive up to one hundred (100) complimentary tickets to the Event for which locations shall be mutually identified by and between RPPI and LSU, with at least fifty (50) of the tickets located behind LSU's team bench. LSU agrees to provide a ticket sales commitment of three thousand and five hundred (3500) sold tickets for the Event. These tickets shall be sold from the Arena's box office and exclusive online ticketing provider, which at the time of the issuance of this agreement is Ticketmaster. Any face value ticket sold to the event, no matter who sells or purchases the ticket will count towards this ticket commitment. Any discounted or student tickets sold would count as fifty percent (50%) of a sold ticket. If LSU does not sell this committed allotment, the value of unsold tickets at a rate of twenty-five dollars (\$25.00) per ticket shall be deducted from the financial guarantee paid to LSU at settlement. If the total value of unsold tickets exceeds LSU's financial guarantee stated in item #3, LSU shall be responsible for payment of the additional amount to RPPI at event settlement.
5. RPPI, per agreement with the Arena, shall be responsible for operating the arena as is customary to host a Division 1 Women's College Basketball Event including provision of security, box office, ushers, cleaning crew, EMT and ambulance, and locker room attendants.
6. LSU shall be permitted to use the arena for a minimum period of one hour on the day prior to the Event for a shoot-around or practice, pending that the Arena is available and another event is not scheduled. If necessary RPPI shall work with LSU to identify an alternate practice / shoot-around location the day prior to the Event.
7. RPPI will utilize the Arena box office for printing and distribution of tickets and shall set all ticket pricing and oversee distribution of tickets as it relates to on sale dates, tickets utilized for promotional purposes, and all other ticket related items. LSU shall provide a member of their ticket staff to oversee team related will-call for the Event.
8. RPPI shall reserve the right to procure a title or name sponsor and all sponsorships for the Event and retain revenue from sponsorships, if applicable. RPPI and Arena shall have the right to sell merchandise at the Event and retain revenue therefrom.
9. LSU shall use best efforts to market and promote the Event to the Team's students, alumni, faculty and staff, supporters, and donors via email lists, mailers, campus advertising, digital media and other sources as mutually determined. LSU agrees to provide RPPI with use of approved marks and logos for Event marketing purposes and for television broadcast.

10. LSU and the Southeastern Conference shall retain television broadcast and streaming broadcast rights for this Event, retain revenue therefrom, and be responsible for any associated broadcast fees or costs in relation to the broadcast of the game, including costs for ethernet or WIFI connectivity for TV or Radio broadcast.

11. EVENT TERMINATION

- a. Upon execution of this contract agreement, if the Event is cancelled by LSU by issuance of notice of cancellation or for reason other than a force majeure event (which is described below), LSU shall pay an Event Termination Fee of seventy-five thousand dollars (\$75,000) within thirty (30) days of the date of receipt of notice of cancellation.
- b. The canceling party shall be responsible for the refund of the price of any tickets sold to the Event. All parties understand that canceling the Event could result in significant loss of revenue and the possibility of additional damages and therefore shall be responsible for additional damages that may arise from their cancellation.

12. FORCE MAJEURE

- a. If, through no fault of RPPI, Arena, Grambling or LSU, the arena or any other part thereof is damaged, destroyed or rendered unusable by fire or other casualty or unforeseen occurrence to the extent that it is unsafe or impossible to hold the Event or if for any other reason beyond RPPI's, Arena's or Team's, reasonable control, a public emergency including but not limited to severe weather, war, act of terrorism, pandemic or epidemic rendering performance of this Contract impossible, this Contract shall terminate with respect to the Event, without liability of any party to the other parties except to the extent the agreement stipulates otherwise.
- b. In any such event, the parties shall in good faith discuss and attempt to agree upon a re-scheduling of the Event, and neither party to this Contract shall be obligated to pay the other party any sum as noted in the agreement.

13. INDEMNIFICATION

- a. To the extent permitted by law, LSU covenants and agrees that it shall protect, indemnify, save harmless and defend promoter, its directors, shareholders, officers, employees and agents from and against any and all loss, cost, damages, expense and claims for damage, death or injury of any kind whatsoever to any person or any property howsoever occurring in, upon or about the Arena in

connection with the Event arising from LSU's acts or omissions (unless contributed to by the willful misconduct of Promoter, its agents, contractors or employees).

- b. To the extent permitted by law, LSU shall be solely liable for any and all losses, liabilities, claims, damages and expenses occurring at the Arena or during the Event caused to promoter and its affiliate partners, and/or persons and/or property in, on, or near the Arena, before, during, or after the Event by (i) LSU's failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (applicable to LSU's performance of this Agreement and/or activities at the Arena), (ii) any unlawful acts on the part of LSU and their employees, coaches, players and participants, (iii) the negligent acts, errors and/or omissions or the willful misconduct of LSU and their employees, coaches, players and participants, (iv) the material breach or default by LSU of any provisions of this Agreement.
- c. To the extent permitted by law, LSU shall indemnify, defend, and hold harmless promoter and its affiliate partners, and their respective officers, directors, contractors and employees from and against any and all losses arising personal or bodily injury to or death of persons or damage to the property of promoter and Arena to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of LSU.

- 14. RELATIONSHIP BETWEEN THE PARTIES. Promoter and LSU shall each be and remain an independent contractor to each other. Nothing herein creates or shall be construed to create a partnership or joint venture between the parties.
- 15. ASSIGNMENT. Neither party may assign, transfer, alienate, or encumber any of the rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Contract. If a successor to RPPI is established, the contract shall remain in force and successor must abide by all terms related to this contract.
- 16. SEVERABILITY. If any provision of this Contract shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- 17. MODIFICATIONS. This Contract constitutes the entire understanding between the parties and supersedes all other agreements and understandings, oral or otherwise, and may not be altered except by a written amendment duly executed by both parties.

18. NOTICE. Any notice required or permitted to be given hereunder shall be sent in writing and delivered personally (email accepted with confirmation of receipt) or by certified mail return receipt requested, postage prepaid, to the person named herein.

If to RPPI:

Russ Potts Productions, Inc.
117 E. Piccadilly Street, Ste. 100C
Winchester, VA 22601
Attn. Zach Franz
zachfranz@rpqi.net

If to LSU:

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Contract effective on the day and date first set forth above.

LOUISIANA STATE UNIVERSITY

RUSS POTTS PRODUCTIONS, INC

L. Williams

RP

Date: 2/8/2024

Date: 2/19/2024

KDM

EXHIBIT A

The parties agree to the following ticket sales incentive structure for any ticket that is sold to this Event at face value price.

- If 5,000 or more tickets are sold for this Event, LSU shall receive a fifteen thousand-dollar (\$15,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$25,000).
- If 6,000 or more tickets are sold for this Event, LSU shall receive a twenty thousand-dollar (\$20,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$30,000).
- If 7,000 or more tickets are sold for this Event, LSU shall receive a twenty-five thousand-dollar (\$25,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$35,000).
- If 8,000 or more tickets are sold for this Event, LSU shall receive a thirty thousand-dollar (\$30,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$40,000).
- If 9,000 or more tickets are sold for this Event, LSU shall receive a thirty-five thousand-dollar (\$35,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$45,000).
- If 10,000 or more tickets are sold for this Event, LSU shall receive a forty thousand-dollar (\$40,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$50,000).
- If 11,000 or more tickets are sold for this Event, LSU shall receive a forty-five thousand-dollar (\$45,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$55,000).
- If 12,000 or more tickets are sold for this Event, LSU shall receive a fifty thousand-dollar (\$50,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$60,000).
- If 13,000 or more tickets are sold for this Event, LSU shall receive a fifty-five thousand-dollar (\$55,000) ticket incentive payment in addition to the minimum guarantee identified in item 3 of this agreement for a total payout or (\$65,000).