



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 23rd day of May, 2018 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing the Texas State University (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Women's Soccer teams shall be held in accordance with the following general conditions:

Date: August 26, 2018

Site: Baton Rouge, LA

Time: 1PM

2. LSU agrees to pay Opponent the sum of 12 hotel rooms for the night of August 25 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 \$5,000 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 home team.
6. Opponent will receive a maximum of 0 complimentary tickets.
7. Radio, Television and Other Broadcasting Rights:
 - (a) Radio Rights. The home team (or its conference) for each Game owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for each Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.
 - (b) Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the home team (or its conference) for each Game exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the home team (or its conference) in perpetuity. Notwithstanding the foregoing, the home team for each Game hereby grants the visiting team (and its conference) the non-exclusive rights to:
 - (i) use from the initial telecast or other audiovisual distribution of the Game authorized by the home team or its conference (the "Game Broadcast"), after the conclusion of such Game Broadcast, up to two (2) minutes of highlights of each Game on the visiting team's or its conference's respective owned, branded or co-branded platforms, including without limitation any branded cable television network, official website and official mobile/tablet application of the visiting team or its conference;
 - (ii) use from the Game Broadcast, after the conclusion of such Game Broadcast, up to four (4) minutes of highlights of each Game in coach's shows distributed on behalf of the visiting team; and
 - (iii) create and distribute coach's films of each Game for use solely by the visiting team, professional sports leagues and other colleges and universities for coaching and scouting purposes.

The home team warrants to the visiting team and its conference that the home team has obtained the right to license the use of the Game Broadcast as described above. The visiting team acknowledges that the Game Broadcast may contain individual or intellectual property elements (e.g. music) that are controlled by a third-party other than the producer of the Game Broadcast and that the visiting team (and its conference) shall be solely responsible for obtaining all necessary clearances in connection with its distribution of the highlights described above.

(c) Other Rights. The visiting team for each Game hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the Game Broadcast to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's individual players, participants and coaches to promote and publicize such Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for each Game warrants to the home team and its conference that the visiting team has obtained (i) the consent of the individual players, participants and coaches of the visiting team to participate in such Game with the knowledge that it will be televised or otherwise distributed (on a live and delayed basis) in various media, and (ii) the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).

(d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8. 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.
9. In the event of 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
10. Other conditions: N/A.

FOR: Louisiana State University

By: _____

Coach

By: _____

Ath. Director or Designee

Date

Date

FOR: Texas State University

By: _____

Coach

By: _____

Ath. Director or Designee

Date

Date