



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 6/8/20, by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing University of Texas (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:

1. Date: Thursday, September 10 Date: Mutually Agreed Upon Date in 2022

Site: Baton Rouge, LA

Site: Austin, TX

Time: 7:00pm

Time: TBD

This Agreement provides governing terms solely for the Game played on September 10, 2020. Whereas LSU shall be designated as the "Home Team" and Opponent shall be designated as the "Visiting Team". The parties will enter into an agreement for the return Game in 2022 at Austin, Texas.

2. LSU agrees to pay Opponent the sum of \$0 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 \$3,000 to be paid by the forfeiting institution. or a Force Majeure

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 LSU.

6. Opponent will receive a maximum of 0 complimentary tickets.

7. Radio, Television and Other Broadcasting Rights:

(a) Radio Rights. The home team for the 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 the 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 the 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 Southeastern Conference 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 the Game and any and all portions of the 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 Southeastern Conference in perpetuity. Notwithstanding the foregoing, the home team hereby grants the visiting team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the visiting team, professional sports leagues and other colleges and universities for coaching and scouting purposes.

(c) Other Rights. The visiting team hereby authorizes the home team (and the Southeastern Conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the Game 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 the 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 the Game warrants to the home team and the Southeastern Conference that the visiting team has obtained (i) the consent of the individual players, participants and coaches of the visiting team to participate in the 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.

***To the extent allowed by Texas law and the constitution,

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, ^{epidemics} 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 ^{Big 12 Conference}
10. Other conditions:

FOR: Louisiana State University

By: *Sian Hurdu* 6/8/20

Coach *WRR* Date

By: *WRR* 6/16/20

Ath. Director or Designee

Date

The
FOR: University of Texas at Austin

By: *Ag Kelly* 2020-06-21 | 19:46:13
D8EA7D6CEFCB409...

Angela Kelly

Coach DocuSigned by: Date

By: *CO* 2020-06-23 | 03:44:4

Chris Del Conte

Ath. Director or Designee

Date

DocuSigned by:

Dan Gaston

FED2CE96CCD1454...

2020-07-08 | 11:22:29 PDT

DocuSigned by:

Kathleen Harston

01443DA900324C5...
Kathleen Harston

2020-06-21 | 20:01:38 PDT

DocuSigned by:

Christine Pionsky

0132C8F0B8B505...
Christine Pionsky

2020-06-21 | 21:09:54 PDT

DocuSigned by:

Shawn Eichorst

1D8C424F8836421...

Shawn Eichorst

2020-06-22 | 06:12:19 PDT

Linda Shaunessy

Certificate of Completion

Envelope Id: 49609759EEBA45C288314A9A62AC7B1A

Status: Sent

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Devon Hendricks

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1 University Station

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Austin, TX 78712

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dev324@eid.utexas.edu

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Signer Events

Dan Gaston

dgaston@lsu.edu

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(None)

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Viewed: 7/6/2020 8:44:16 AM

Signed: 7/8/2020 11:22:29 AM

Electronic Record and Signature Disclosure:

Accepted: 7/6/2020 8:44:16 AM

ID: db1b1c98-7a5f-4369-8151-b754f3ddedf2

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Devon Hendricks

dev324@eid.utexas.edu

Assistant Athletics Director - Event Operations

University of Texas at Austin

Security Level: Email, Account Authentication
(None)

Sent: 7/8/2020 11:22:30 AM

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Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ebony Robles

egr275@eid.utexas.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Carbon Copy Events	Status	Timestamp
Alex Kraus ak27699@eid.utexas.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/8/2020 11:22:30 AM
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Payment Events	Status	Timestamps
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