



**WAKE FOREST UNIVERSITY
WOMEN'S SOCCER GAME CONTRACT**

This **AGREEMENT** ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE THROUGH ITS ATHLETICS DEPARTMENT (LSU)** ("**VISITING TEAM**" for this Agreement) and **WAKE FOREST UNIVERSITY** ("**HOME TEAM**" or "**WAKE FOREST**" for this Agreement).

The parties agree as follows:

1. The parties mutually agree to cause their respective women's varsity soccer teams to meet and engage in a game on the following dates and times:

August 17, 2025 in Winston-Salem, NC, with the time TBA. **WAKE FOREST** will be the **HOME TEAM** for this game.

A date TBA in either the 2026 or 2027 championship season as agreed to by both parties in Baton Rouge, LA, with the time TBA. **LOUISIANA STATE UNIVERSITY** will be the **HOME TEAM** for this game.

2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of the **ATLANTIC COAST CONFERENCE ("ACC")**, the **NCAA**, and the **SOUTHEASTERN CONFERENCE**, each team subscribing to the rules and regulations of its own conference, except for the health and safety requirements of the **ACC**, which both teams agree to follow.

More specifically, the **VISITING TEAM** agrees to follow any current or future health and safety requirements of the **ACC**, as applicable to the date of the game. These obligations are subject to change at any time by the **ACC** and the **HOME TEAM**, up to kickoff, and the **HOME TEAM** will provide any changes to the **VISITING TEAM** as soon as practicable.

Failure to comply with these obligations may lead to cancellation of the game, as determined by the **HOME TEAM**.

3. Ticket prices shall be set by the **HOME TEAM**.
4. The **HOME TEAM** will provide no compensation to the **VISITING TEAM**.
5. **HOME TEAM** will provide fifty (50) complementary tickets for the contest, if attendance is permitted by state and local authorities.

6. Radio, Television, and Other Broadcast 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.

(b) Television and Other Distribution Rights. **HOME TEAM** and the **ACC** exclusively own and retain all rights, and are entitled to retain all revenues derived therefrom, to televise or otherwise distribute audio, video and/or audiovisual coverage of the game and any and all portions of the game (whether live or delayed, including re-airings and highlights) throughout the universe in perpetuity 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** and the **ACC** in perpetuity. The **VISITING TEAM** authorizes the **HOME TEAM** and the **ACC** to use (and to authorize each entity broadcasting or facilitating the broadcast of the game to use) the names, trademarks, service marks, and logos of the **VISITING TEAM** and names and likenesses of the **VISITING TEAM'S** individual players, participants, and coaches to distribute, publicize, advertise, and promote the game and the broadcast(s) of the game, the **VISITING TEAM** and its team, and for purposes of news and information, but not as an endorsement of any product, service or political cause or candidate. The **VISITING TEAM** represents and warrants that it has obtained or will obtain: (i) the consent of its individual players, participants and coaches 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 (b). Any commercial use by the **VISITING TEAM** of any video and/or audiovisual coverage of the game shall require separate written agreement with the **ACC**.

In the event that the respective conferences of the parties enter into a separate agreement describing the rights of a **VISITING TEAM** to distribute audiovisual coverage of a game played between institutions from the respective conferences, and such agreement remains in full force and effect when any game covered by this Agreement occurs, then the **VISITING TEAM** (and its conference) for such game(s) shall have the rights as described in such agreement, rather than the television and other distribution rights described above.

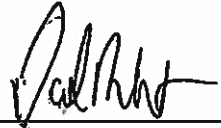
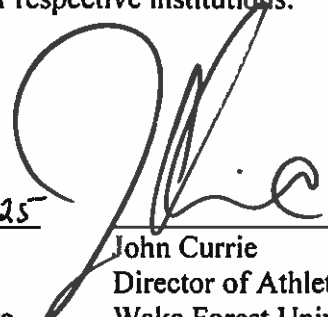
(c) Other Rights. The **VISITING TEAM** for each game hereby authorizes the **HOME TEAM** (and/or its conference) to otherwise use the trademarks and logos of the **VISITING TEAM** and the names and likenesses of the **VISITING TEAM'S** individual players, participants and coaches to promote and publicize 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.

(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.

7. Officials for the game in Winston-Salem shall be assigned by the ACC. Officials for the game in Baton Rouge shall be assigned by the SEC. The game rules shall be the NCAA rules in effect at the time of the game.
8. It is agreed by both parties that if either party – without the written mutual agreement of both parties – (1) cancels a game; (2) fails to confirm (in writing) its intention to appear for the game within five (5) days of **HOME TEAM'S** request for confirmation; or (3) fails to appear for the game, then the cancelling/failing party is in material breach and actual damages would be of an uncertain amount and, in view of that fact, the breaching party shall pay the non-breaching party \$5,000 as reasonable and contemplated liquidated damages and will release the non-breaching party from future obligations under this Agreement. Payment shall be made within thirty (30) days of a written demand for payment.
9. The parties shall be relieved of their obligations under this Agreement for any game that is impossible or impracticable to play by reason of an unforeseen catastrophe, disaster, or occurrence, such as fire, flood, lightning, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation, epidemic, pandemic, order of the government, military or public authority, rule or policy of the ACC, SEC, or NCAA, or prohibitory or injunctive orders of any competent judicial or other governmental authority. Notice of such catastrophe, disaster, or occurrence shall be given as soon as possible.
10. This Agreement is the complete agreement between the parties pertaining to this subject matter and supersedes all prior and contemporaneous agreements, representations, or understandings. Changes to this agreement must be made in writing and signed by both parties, except for changes to the health and safety requirements, which are effective as soon as provided to the **VISITING TEAM**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason or any party having, or being deemed to have, drafted or dictated such provision.
11. The failure at any time of any party to demand strict performance of another party or of any of the terms, covenants, or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and any party may at any time demand strict and complete performance of any other party of such terms, covenants, and conditions. This Agreement may not be assigned by either party without the prior written consent of the other party.

12. The unenforceability or invalidity of any provision of this Agreement shall not affect any other provision of this Agreement and this Agreement shall continue in full force and effect and be construed as if such provision had not been included.
13. [Not used.]
14. The signatories below covenant that they have the authority to enter into this Agreement on behalf of their respective institutions.

	Date: <u>5/22/25</u>		Date: <u>5/29/25</u>
Scott Woodward or his designee		John Currie	
Director of Athletics		Director of Athletics	
The Board of Supervisors of Louisiana State		Wake Forest University	
University and Agricultural & Mechanical			
College			