

FOOTBALL GAME CONTRACT

TULANE UNIVERSITY UNIVERSITY OF SOUTH ALABAMA

This AGREEMENT is made and entered into this 1st day of June, 2010 in the City of New Orleans, State of Louisiana, by and between **Tulane University** and the **University of South Alabama**.

For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Tulane University** and the **University of South Alabama** will have their respective varsity football teams meet twice in a two game series: the first game to be played in the City of New Orleans in the State of Louisiana on the 28th day of September, 2019, and again in the City of Mobile, in the State of Alabama on the 10th day of October, 2020 and will compete against each other in a game of football (the Game). The site and starting time of each Game shall be established by the designated HOME TEAM. For the game to be played on September 28, 2019, **Tulane University** is designated the HOME TEAM and the **University of South Alabama** is designated the VISITING TEAM. For the game to be played on October 10, 2020, the **University of South Alabama** is designated the HOME TEAM and the **Tulane University** is designated the VISITING TEAM.

2. The eligibility of all players to participate in the Game will be governed by the rules and regulations of the National Collegiate Athletic Association and the conference of which each institution is a member.
3. There will not be any guarantee payments by the HOME TEAM to the VISITING TEAM associated with this two game series.
4. The HOME TEAM will establish ticket prices for the Game.
5. The HOME TEAM may use an unlimited number of complimentary tickets and the VISITING TEAM will be provided with 300 complimentary tickets.
6. The VISITING TEAM will be allotted 5,000 tickets for sale to its fans. All such tickets will be located on the same side of the field as the VISITING TEAM'S bench. The VISITING TEAM must return for credit all unsold tickets from this allotment by 12:00 PM on the Wednesday preceding the game. The VISITING TEAM will pay the HOME TEAM for all tickets retained by the VISITING TEAM in excess of the 300 complimentary tickets at the printed face value.
7. The cheerleaders, mascots, and band of the HOME TEAM and the VISITING TEAM will be admitted free of charge provided they are in uniform. The VISITING TEAM will provide seats for its band from among its complimentary ticket allotment.
8. The VISITING TEAM will receive 40 sideline passes at no charge. These passes are in addition to the complimentary tickets. These passes are

for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all bench personnel except for players in full uniform.

9. The radio broadcast rights for the Game will be the property of both participating teams. The HOME TEAM will provide space to the VISITING TEAM at no charge for one broadcast outlet for the exclusive broadcast of the Game on the established radio network of the VISITING TEAM, the receipts from which will belong to the VISITING TEAM. All other radio broadcast rights and privileges and receipts therefrom will belong exclusively to the HOME TEAM.

10. The Game is subject to the provisions of the television contract of the conference of the HOME TEAM, and the income from the television broadcast of the Game by the conference television plan will be the property of the HOME TEAM. If the Game is not selected for television broadcast under the television plan of the conference of the HOME TEAM, then the HOME TEAM and the VISITING TEAM will jointly own the television rights. No live television broadcast of the Game covered by this contract will be permitted without written permission of the HOME TEAM and the VISITING TEAM and a written agreement as to the rights fees derived therefrom. This is to include but is not limited to CATV and pay-per-view. It is further agreed that:

- a. Each party may arrange for closed circuit television presentations of the game on their respective campuses, and for alumni groups around the country, and to retain the entire revenue derived there from.
- b. Each party will have the right to produce film and/or video tapes of the game and to authorize their use for coaches' shows

and delayed telecasts, under restrictions of the conferences and the National Collegiate Athletic Association.

- c. The HOME TEAM agrees to provide reasonable press box facilities for the origination of programs described herein when available.
- d. All programs produced as a result of this paragraph will be governed by applicable conference and NCAA rules. To the extent that permission and/or approval of either or both parties is required by said rules or regulations for the origination and presentation of programs provided for herein, both parties do hereby agree that such permission shall not be unreasonably withheld.

11. Game officials for the Game will be assigned by the conference of the HOME TEAM. Officials' fees and expenses will be paid by the HOME TEAM.

12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or other Act of God that makes it impossible or impractical to play the Game, both parties will be relieved of any and all obligations of this agreement.

13. Except for where the appearance of either team is prevented by one of the events set forth in paragraph 12, the party whose team fails to appear and participate in the Game will pay the other party the amount of \$500,000 within 120 days of the Game date.

~~14. The validity, interpretation, performance, and enforcement of this~~
~~agreement will be governed by the laws of the State of Louisiana.~~ *RKD*

IN WITNESS HEREOF, the parties have caused this Agreement to be
executed by their duly authorized officers on the date set forth below.

Name: Rick Dickson

Name: Joel Erdmann

Signature: *Rick Dickson*

Signature: *[Signature]*

Title: Director of Athletics

Title: Director of Athletics

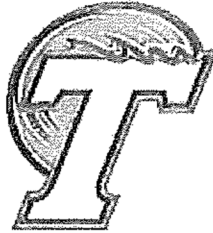
Institution: **Tulane University**

Institution: **University of South
Alabama**

Date: June 1, 2010

Date: 7/13/10

Robert R. Davis 7/30/10
Contract Officer



**Tulane University Department of Athletics
Contract Addendum**

SPORT: FOOTBALL

SCHOOL: UNIVERSITY OF SOUTH ALABAMA

WITNESSETH:

That the parties hereto mutually agree that the original contract between the two parties to play football, executed on June 10, 2010, be amended solely in terms of the following items:

1. Change game dates (Section 1) to the following:
 - a. September 6, 2025 to be played in Mobile, Alabama
 - b. September 12, 2026 to be played in New Orleans, Louisiana
2. Change game ticket consignment (Section 6) from 5,000 tickets to 3,000 tickets
3. Change failure to appear clause (Section 13) from \$500,000 to \$1,000,000

All other terms of original contract agreement remain in effect.

SIGNED IN DUPLICATE: (Please return one copy)

TULANE UNIVERSITY

Signed: 

Name: Troy Dannen

Title: Director of Athletics

Date: 8-16-16

UNIVERSITY OF SOUTH ALABAMA

Signed: 

Name: Joel Erdmann

Title: Director of Athletics

Date: 8/18/16