



NON-CONFERENCE FOOTBALL GAME CONTRACT

This AGREEMENT is made and entered into this 3rd day of January, 2019 in the City of New Orleans, State of Louisiana, by and between Tulane University and 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 University of South Alabama will have their respective varsity football teams meet at Yulman Stadium on the campus of Tulane University in New Orleans, Louisiana on Saturday, September 23, 2023. The Starting time for the Game shall be established by Tulane University as dictated by American Athletics Conference rules.
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. For this scheduled game, HOME TEAM agrees to pay VISITING TEAM the fixed sum of \$300,000.00 within 60 days following the completion of the Game.
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 500 complimentary tickets.
6. The VISITING TEAM will be allotted 2,000 tickets for sale to its fans. The VISITING TEAM must return for credit all unsold tickets except for up to 500 no later than 30-days prior to the game, and all but 200 one week prior to the game. The remainder will be provided day before the game. The VISITING TEAM will pay the HOME TEAM for all tickets retained by the VISITING TEAM in excess of the 500 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 be provided seats for its band. The VISITING TEAM band will be provided equal time at half-time as HOME TEAM band for performance.
8. The VISITING TEAM will receive 60 sideline passes at no charge. These passes are in addition to complimentary tickets and the free admission of bands, cheerleaders, and mascots. 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. In addition, eight All-Access passes, eight tickets to visiting AD suite, and three parking passes will be granted for use at the discretion of Athletics Director.

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. 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 there from. 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, 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, if either party cancels the Game or fails to appear and participate in the Game, that party will pay the other party the amount of \$ 500,000.00 as stipulated damages within 60 days of the Game date. The parties agree that the sum above: (a) is necessary because it is difficult to assess the extent of actual damages should either party cancel or fail to appear at the Game; (b) is considered by both parties to be reasonable in amount; (c) will constitute the parties' sole and exclusive remedy in the event of a cancellation or failure to appear at the Game; and (d) is intended strictly as compensation and not as a penalty. Both parties agree that they waive any and all rights to pursue specific performance and any other damages in the event either party cancels or fails to appear at the Game.

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

TULANE UNIVERSITY

Troy Dannen
Ben Weiner Director of Athletics
Chair

1/10/19
Date

UNIVERSITY OF SOUTH ALABAMA

Joel Erdmann, Ph.D.
Director of Athletics

1/10/19
Date

T. K. Davis
Contract Officer 1/5/19



TULANE UNIVERSITY
DEPARTMENT OF ATHLETICS
CONTRACT ADDENDUM/CONFIRMATION

SPORT: Football

SCHOOL: University of South Alabama

CHANGE(S): University of South Alabama at Tulane University
Change Date of game from
Saturday, September 23, 2023 to Saturday, September 2, 2023
Time – TBD

All other terms of the original contract remain in effect.

TULANE UNIVERSITY

By: _____

Troy Dannen

Title: Ben Weiner Director of Athletics

Date: 7/6/20

UNIVERSITY OF SOUTH ALABAMA

By: _____

Title: A.D.

Date: 7/2/20



TULANE UNIVERSITY
DEPARTMENT OF ATHLETICS
CONTRACT ADDENDUM/CONFIRMATION

SPORT: Football
SCHOOL: University of South Alabama
CHANGE(S): University of South Alabama at Tulane University

Change Item #1 – Date of game from
Saturday, September 23, 2023 to Saturday, September 2, 2023
Time – TBD

Change Item #3 – “HOME TEAM agrees to pay VISITING TEAM the fixed sum of \$300,000 within 60 days following the completion of the Game” to “HOME TEAM agrees to pay VISITING TEAM the fixed sum of \$0 within 60 days following the completion of the Game”

- Note this addendum assumes the Tulane at South Alabama game scheduled for the 2020 season is played. If that game is not played, this addendum is null and void.

All other terms of the original contract remain in effect.

TULANE UNIVERSITY

By: 

Troy Dannen

Title: Ben Weiner Director of Athletics

Date: 8-5-20

UNIVERSITY OF SOUTH ALABAMA

By: 

Title: AD

Date: 8/5/20


CONTRACT OFFICER

8/5/2020