

## FRESNO STATE ATHLETICS AGREEMENT

### FOOTBALL CONTRACT

THIS AGREEMENT is made and entered into as of the 29th day of June, 2021, by and between the athletic authorities of **California State University, Fresno Athletic Corporation (Fresno State Athletics)** and **Southern University**. "Host" or "host party" shall refer to the institution responsible for the conduct of the contest in the locale of their institution. "Visitor" or "visiting party" shall refer to the traveling institution.

The above parties desire to participate in the following scheduled football contests, representing their respective parties.

The parties agree, as follows:

1. Football teams representing the parties agree to play each other on the following dates:  
**Saturday, September 13, 2025**, in Fresno, California.
2. (a) In consideration of the mutual agreement contained herein, the Host Party in the above-described game shall pay to the Visiting Party **a guarantee of \$550,000.00**. The guarantee shall be paid in two installments of \$275,000. The first installment shall be paid during the 2023-2024 fiscal year and the second installment shall be paid during the 2024-2025 fiscal year.  
  
(b) Fresno State Athletics shall provide Southern University with ground transportation, at Fresno State Athletics' expense, for the Southern University travel party in Fresno, CA for the contest in 2025. Ground transportation is not to exceed six (6) charter buses with vendor selection at the discretion of Fresno State Athletics.  
  
(c) Fresno State Athletics will assist Southern University's executive administration with complimentary van service for arrival to Fresno, CA and game day transportation for the contest in 2025.  
  
(d) Fresno State Athletics shall provide two (2) complimentary hotel suites or equivalent for use by Southern University for the contest in 2025.
3. (a) Host Party hereby grants to Visiting Party, without charge, the right to originate one radio station broadcast to the home area of the Visiting Party to be designated by the Visiting Party. Such radio broadcasting rights shall include pregame and postgame radio shows. All other radio broadcasting rights of the game are granted by the Visiting Party to the Host Party.  
  
(b) Television broadcast of the games shall be under control of the Host Party.  
  
(c) Host party agrees to provide Visiting Party with adequate facilities at the game site, without cost, which are necessary to enable Visiting Party to exercise any radio and television rights herein set forth or agreed upon in writing. Notwithstanding the foregoing, Host Party shall not be required to make any additions or alterations to, or any expansion of, the existing broadcast facilities in its home stadium in order to comply with this agreement.

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4. The officials for this contest will be assigned by the Host Party's conference. The Host Party shall make payment necessary for the assigned game officials.
5. (a) Admission prices and policies shall be determined by Host Party. The Host Party shall provide the Visiting Party with **500 complimentary tickets** to be distributed at the discretion of the Visiting Party. **An additional 1,500 tickets will be made available for the Visiting Team to sell on consignment.**  
  
(b) Player and coaches will be admitted via the pass gate.  
  
(c) Cheerleaders, yell leaders, and members of the Marching Band of the Host Party, all in uniforms, and the band with instruments, shall be admitted to the game at no cost and be permitted to perform thereat.  
  
(d) Southern University's cheerleaders, yell leaders, and members of the Marching Band, all in uniforms, and the band with instruments, will be required to attend and perform during the contest and shall be admitted to the game at no cost. Southern University's band leadership will coordinate all performance efforts with Fresno State Athletics.
6. Host Party in the football game described herein agrees to provide, upon request, adequate facilities at the game site for the filming of the game by the Visiting Party. These facilities shall be provided without charge to the Visiting Party. Host Party shall not be required to incur additional expenses in providing the facilities to the Visiting Party.
7. The football game described herein shall be governed by the rules of the NCAA and by the rules of the conference, institution, or association to which each party hereto belongs, and by the institutional rules of the Host Party at the game described herein. All players shall be eligible under the prescribed rules and regulations. The Visiting Party represents that it is, and at all times before and during the game, will be: a Football Championship Subdivision (FCS) member of good standing of the NCAA and has and is averaging a minimum of 90 percent of the permissible maximum number of grants in aid per year in FCS over a rolling two year period. Visiting Party agrees to immediately notify Host Party, in writing, if it fails to meet any of the above provisions and that it shall be a breach of a material provision of this Agreement permitting Host Party to terminate this Agreement with no responsibility for payment of any amount. Moreover, Visiting Party will pay Host Party the cancellation fee set forth in Section 8 below if Visiting Party fails to meet the requirements of this Section 7.
8. This contract may be cancelled if unforeseen emergency circumstance beyond the control of either host or visiting institution, including without limitation, acts of God, fire, flood, epidemic, quarantine restriction, terrorist act, strike, failure of public utilities or unusually severe weather make the contest impossible to perform, the contest shall be cancelled and neither the host or visiting institution shall be responsible to the other for any loss or damage. Cancellation of the contest under this provision shall not be deemed breach of this agreement. Notice such emergency circumstances shall be delivered as soon as reasonably practicable. In addition, in the event that either party considers it necessary or prudent to cancel this agreement due to circumstances related to the COVID-19 outbreak, either party

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may do so and be relieved of any further obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to the other party, unless factual circumstances regarding the outbreak are newly discovered within less than 72 hours by the party seeking cancellation. If such facts are newly discovered within less than 72 hours, the party learning of the need for cancellation shall provide verbal and written notice to the other party as soon as reasonably practicable. In no event shall either party be subject to any further obligation, risk or other liability with respect to a COVID-19 outbreak if notice is provided per the terms of this Agreement. If either party cancels the event for any other reason, the party so canceling or failing to appear will make a \$1,000,000 (one million dollars) penalty payment to the other party. The cancelling party's obligation will be limited to the payment specified herein.

9. The amount due, as referenced in Section (8) above, shall be paid by the canceling or breaching Party with thirty (30) days of the effective date of (1) notice of cancellation or (2) date of breach whichever is earlier.

10. The football games described herein shall be managed by the Host Party.

11. Medical facilities. Host Party shall have a medical doctor present and a standby ambulance.

12. (a) Any notification required to be made under this contract to Fresno State Athletics should be addressed, as follows:

Frank Pucher  
Senior Associate Athletic Director  
FRESNO STATE UNIVERSITY  
Athletic Department  
1620 E Bulldog Lane, OF87  
Fresno, CA 93740

(b) Any notification required to be made under this contract to Southern University should be addressed, as follows:

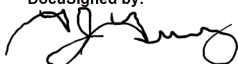
Dr. Trayvean Scott  
Deputy Director of Athletics  
Southern University  
Athletic Department  
A.W. Mumford Fieldhouse  
P.O. BOX 9942  
Baton Rouge, LA 70813

13. The persons executing this agreement on behalf of the respective parties hereto hereby warrant that they are duly authorized and empowered by the parties hereto so to execute.

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IN WITNESS WHEREOF, the parties hereto hereunto have set their hands the day and year first above written.

CSU, FRESNO ATHLETIC CORP:

DocuSigned by:  
  
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Terry Tumey  
Director of Athletics

7/12/2021

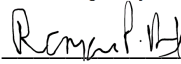
Date

DocuSigned by:  
  
F2A2744DF3064BA...  
Deborah Adishian-Astone  
Vice President, Administration CFO

7/12/2021

Date

SOUTHERN UNIVERSITY:

DocuSigned by:  
  
1D16750F6864492...  
Roman Banks  
Director of Athletics

7/11/2021

Date

Date