

## **PREMIUM SEATING POLICIES**

### **TERMS AND CONDITIONS**

The following terms and conditions form an integral part of Premium Seating Contracts, and are fully incorporated into the Contract by reference. The Contract, together with these Terms and Conditions, are sometimes referred to as the “Agreement.” The following terms and conditions are applicable to TAF Foundation members (“Member”), who have made appropriate Contributions and acquired a limited right to purchase tickets in the following premium seating areas (each a “Venue”): Tiger Den Suites, Stadium Club West, Stadium Club South, Alex Box Tiger Terrace, Alex Box Suites, Alex Box Field Level Loge Rail Seats, Alex Box Field Level Loge Box Seats, and Pete Maravich Assembly Center Courtside Seating.

### **CONTRIBUTION AND LIMITED RIGHT TO PURCHASE TICKETS**

Member understands that in return for prompt and timely payment of the Contribution in accordance with the terms of this Agreement and Member’s compliance with the terms of this Agreement and all rules, regulations, policies and procedures made applicable pursuant to the terms of this Agreement, Member shall have the limited right to purchase season tickets (the “Tickets”) for the sport and in the location and venue indicated in the Contract (the “Venue”) at the full price of admission, as stated on the face of the ticket, in addition to any other applicable charges as established and from time-to-time revised by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the “LSU Board”). Member shall receive a separate invoice for the Tickets. Payment for the Tickets shall be made directly to Louisiana State University and Agricultural and Mechanical College (“LSU”) in the method and at the places set forth in the invoice provided by LSU. Member specifically acknowledges that all rights, privileges, benefits and amenities of membership in Foundation, including all such rights privileges, benefits and amenities referenced in this Agreement are subject to forfeiture based on violations or alleged violations of rules and regulations established by the Southeastern Conference (“SEC”) and the National Collegiate Athletic Association (“NCAA”).

### **EVENTS FOR WHICH LIMITED RIGHT TO PURCHASE IS GRANTED**

Member shall only be permitted to utilize the Venue at designated times associated with events for which the limited right to purchase tickets is granted.

#### ***Alex Box Stadium***

If the Venue is either a suite in Alex Box Stadium, seats in Tiger Terrace in Alex Box Stadium, Field Level Loge Rail Seats or Field Level Loge Box Seats, Member’s limited right to purchase tickets extends to: (i) all regular season intercollegiate men’s varsity home baseball games played in Alex Box Stadium on the campus of LSU (Baton Rouge) during the term of this Agreement; (ii) other LSU men’s varsity home games included in the LSU season ticket package during the term of this Agreement if played in Alex Box Stadium; (iii) post season games, if any, held in Alex Box Stadium during the term of this Agreement; and, (iv) at the option of Foundation and LSU,

any special events for which tickets are sold to the general public (“Special Events”) held in Alex Box Stadium during the term of this Agreement.

### ***Tiger Stadium***

If the Venue is either a suite in Tiger Stadium (Tiger Den Suites) or the Stadium Club in Tiger Stadium, Member’s limited right to purchase tickets extends to: (i) all regular season men’s varsity intercollegiate home football games played in Tiger Stadium on the campus of LSU (Baton Rouge) during the term of this Agreement; (ii) LSU men’s varsity Spring Games (excluding practices) during the term of this Agreement if played in Tiger Stadium; (iii) at the option of Foundation and LSU, any special events for which tickets are sold to the general public (“Special Events”) held in Tiger Stadium during the term of this Agreement.

### ***Pete Maravich Assembly Center***

If the Venue is Basketball Courtside Seating in the Pete Maravich Assembly Center (the PMAC), Member’s limited right to purchase tickets extends to: (i) all regular season varsity intercollegiate home basketball games played in the PMAC on the campus of LSU (Baton Rouge) during the term of this Agreement; (ii) at the option of Foundation and LSU, any special events for which tickets are sold to the general public (“Special Events”) held in the PMAC during the term of this Agreement.

## **TRANSFER OF RIGHTS**

The limited right to purchase tickets established under this Agreement is purely personal and is granted specifically to Member in recognition of Member’s personal contributions to Foundation and/or LSU. Neither this Agreement, nor any rights, benefits or amenities associated with this Agreement, may be sold, transferred or assigned either in whole or in part except in strict accordance with the following terms and conditions:

Subject to the terms of this Agreement, Member and others acting with Member’s consent may invite family, friends, business associates and other individuals (collectively, the Member’s “Guests”) to particular events and to the extent permitted by law may obtain reimbursement for Member’s actual costs.

Any other attempt to sell, assign or transfer this Agreement, Member’s rights under the terms of this Agreement, the Tickets or other amenities, and any attempt to “scalp” or to impose fees or charges in amounts in excess of those allowed by applicable law in association with the sale, assignment, transfer or use of the Tickets, shall be deemed null and void and constitute cause for immediate termination of this Agreement by Foundation.

## **CONTRIBUTIONS REFUNDS – NUMBER OF GAMES**

The Contribution is being made to Foundation for the right to purchase the Tickets. Foundation has no control or influence with respect to the postponement, suspension, cancellation, rescheduling or delay of events held in the Venue. Foundation does not warrant, represent or guarantee that a particular number of games will be played in the Venue. Except to the extent specifically provided herein, in the event a particular event or competition is postponed,

suspended, cancelled (in whole or in part), rescheduled or delayed, or in the event that Member or Member's Guests are denied or prevented from attending games or other events for any reason including, without limitation, weather, health, or safety related concerns, action taken by LSU or Foundation based on Member's actual, threatened, or alleged misconduct or the actual or alleged misconduct of Member's Guests, no refund of the Contribution (whether in whole or in part) will be due.

## **AMENITIES BY VENUE**

### ***Alex Box Stadium***

Alex Box Suites, located on the press level of Alex Box Stadium, offer a variety of amenities including: exclusive entry to suite level, covered stadium seating, climate controlled indoor space, quality interior design and furnishings, large HD TVs, under-counter refrigerator, ice bin and individual sink, locking storage, cable access, and game programs. Personalized menu and beverage options available at Member's expense upon request.

Tiger Terraces, located on the press level of Alex Box Stadium, offer amenities including: an indoor common area, climate controlled space, luxury seating, large HD TVs, and private restrooms. Food and beverage available at Member's expense.

Field Level Loge Rail Seat offer close to the action, field views and a variety of amenities including the opportunity to order in-seat service to purchase premium food, beverage, and alcohol options brought directly to you on an a la carte basis, restricted access, ADA accessible seating and barrier netting. In-seat service may not be available for all innings or for all games.

Field Level Loge Box seats offer close to the action field views, four mesh seats and a stainless-steel ice chest. A variety of additional amenities include the opportunity to order in-seat service to purchase premium food, beverage, and alcohol options brought directly to you on an a la carte basis, restricted access, ADA accessible seating and barrier netting. In-seat service may not be available for all innings or for all games.

### ***Tiger Stadium***

Tiger Den Suites, located on the east and south side of Tiger Stadium, offer the most premier experience at LSU football home games featuring panoramic views of Tiger Stadium, two exclusive entrances, covered stadium seating, and climate controlled luxury suites with catering and beverage services available at Member's expense. Additional amenities include season parking passes, full-size refrigerator in suite, under-counter ice bin, individual sink, coffee maker, locking storage, 50 inch HD interior television, 40 inch HD exterior television, cable access, game programs, centrally located restrooms on each level with TV, cleaning service and luxurious club rooms.

Stadium Club West, located on the west side of Tiger Stadium, offers incredible views stretching endzone to endzone, covered luxury stadium seating, exclusive entry, catered food and beverage service, exclusive restrooms, large HD TV, climate controlled dining and lounge areas, and full bar service at Member's expense.

Stadium Club South, located in the newest addition of Tiger Stadium in the south end zone, offers panoramic views of LSU and Baton Rouge, climate controlled dining and lounge areas, exclusive entry, catered food and beverage service, cushioned stadium seating, comfortable restrooms, large HD TVs and premium bar service at Member's expense.

### ***Pete Maravich Assembly Center***

Basketball Courtside seats, located on the floor of Pete Maravich Assembly Center, offer premier in-action views of the match, luxury cushioned seating, and access to the courtside club.

Courtside Club, located on the ground level of Pete Maravich Assembly Center, in the Northwest corridor between Sections 110 and 111, offers exclusive entry, large HD TVs, dining and lounge areas, light, catered meals and beverages, and cash bar.

Foundation does not warrant, represent or guarantee that all amenities will be available at all events or for the entirety of any or all events. Foundation shall use its best efforts to maintain high quality and consistency with respect to amenities incidental to Member's use of the Venue; however, Foundation shall have no liability to Member or Member's guests based on the unavailability or quality of amenities during particular events. Foundation reserves the right to limit or deny amenities with respect to particular events such as the preseason games, post season games, Special Events or for other reasons.

### **ALCOHOL POLICY**

The consumption of alcohol within the Venue by Member and Member's Guests shall be governed by applicable LSU policies and procedures, Foundation policies and procedures, applicable state law and local ordinances.

With respect to Alex Box Suites and Tiger Den Suites, in the event that Member wishes to make alcohol available within Member's suite, such beverages shall only be made available through caterers designated by Foundation and at Member's cost.

### **SMOKING POLICY**

Smoking, whether involving cigarettes, cigars, pipes and any other products or substances (including e-cigarettes) is prohibited in the Venue. Member shall not, and Member shall not permit his/her/its guests to smoke in the Venue.

### **MEMBER COVENANTS**

Member covenants and agrees as follows:

- a. To comply with all terms, conditions, stipulations and covenants of this Agreement, including the prompt, timely and complete payment of all contributions, charges, fees and expenses required by this Agreement;
- b. To review all rules, regulations, policies and procedures applicable to the Venue and convey applicable rules to Guests;

- c. To comply with and ensure that Member's Guests comply with all applicable laws, rules, regulations, orders, policies and procedures of any governmental authority, including without limitation LSU, relating to the Venue and any rights, privileges and amenities associated with or made available in the Venue;
- d. To obey all directives of Foundation and LSU staff, law enforcement and security personnel with respect to conduct occurring in the Venue;
- e. With respect to Alex Box Suites and Tiger Den Suites, to maintain Member's suite in good condition, ordinary wear and tear excepted;
- f. With respect to Alex Box Suites and Tiger Den Suites, not to alter or modify the suite, and not to alter, modify, remove or supplement suite furnishings, fixtures, wall coverings, cabinets or other items without the written permission of Foundation, which permission may be denied without cause;
- g. Not to display, place or affix, whether on a temporary or permanent basis, any signage of any kind either inside or outside the Venue without the written permission of Foundation, which permission may be denied without cause;
- h. Not to engage in conduct which, in the sole and uncontrolled discretion of Foundation and/or LSU staff is lewd, abusive, obnoxious or otherwise constitutes unreasonable interference with the right of other members and their guests to enjoy events; and,
- i. Not to damage, deface, or remove property located in the venue.

### **RELOCATION OF SEATS**

Relocation of Seats: For each year of this Agreement, Member shall have the option to request relocation of seats using the Annual Season Ticket Request List. Relocation of seats is subject to availability and applicable contribution rates. Upon relocation of seats, an amendment to your Agreement reflecting new seat locations and contribution rates will be issued.

To maximize opportunities for fans and their guests to attend, donors will not be allowed to choose a seat location or number of seats that "strands" a single seat in a particular location. For example, if a block of three seats remains in a particular row donors will not be able to select only two of them thereby stranding a single seat. We appreciate your understanding regarding this policy and hope you understand the reasoning behind it.

Tiger Athletic Foundation also reserves the right to move your seats to avoid stranding single tickets or odd numbers of seats in a row. However, this option will not be utilized to move seats off an aisle or if it disturbs a block of seats "stacked" back-to-back across two rows by a single donor.

### **RULES AND REGULATIONS**

In addition to the Member covenants and the general rules, regulations, policies and procedures made applicable by the NCAA, the Southeastern Conference, LSU and Foundation, Member and Member's Guests agree to abide by written rules and regulations applicable to the Venue which

shall be established and amended from time-to-time by Foundation and its designees. Member hereby acknowledges receipt of a complete copy of (or information concerning on-line access to) the current rules and regulations. Amendments and supplements to the applicable rules and regulations will be made available to Member upon publication. Amendments and supplements to applicable rules and regulations may be made available to Members through any reasonable means including but not limited to: United States mail to the Member's address as set forth in the Contract; via e-mail, facsimile or other electronic communication directed to the addresses/numbers on file with Foundation; posting applicable rules on-line; and hand delivery. Members shall be responsible for notifying Foundation in writing of any changes of address including physical address, e-mail and facsimile numbers. Notice of any amendments and supplements to applicable rules and regulations shall be deemed effective on: mailing by Foundation, if sent by U.S. mail; transmission by Foundation, if sent by e-mail or facsimile; upon tender by Foundation, if offered via on-line posting or hand delivery.

### **EVENTS OF DEFAULT**

Member shall be deemed in default under the terms of this Agreement in the event that one or more of the following circumstances (an "Event of Default") should occur.

- a. Member fails to pay any contribution, fee, charge or expense when due; or
- b. Member fails to perform or observe any other obligation, covenant, or stipulation of this Agreement; or,
- c. Member or Member's Guests engage in any activity which is illegal or in the sole and uncontrolled judgment of Foundation's Executive Committee is detrimental to LSU, Foundation or Foundation's members.

### **REMEDIES UPON DEFAULT**

Upon the occurrence of an Event of Default, Foundation may either: (a) accelerate, sue for and collect all contribution payments, and other amounts due or to become due or otherwise collectible under this Agreement; or (b) at Foundation's option and without prior notice to Member, terminate this Agreement and all rights, benefits and amenities associated with this Agreement. Under no circumstances shall Member be due any refund, rebate, payment or credit of any kind in the event of termination by Foundation whether pursuant to the terms of this Agreement or otherwise. No failure or delay by Foundation in exercising any of its rights or remedies upon the occurrence of an Event of Default shall be deemed a waiver of such rights or remedies.

### **WAIVERS**

Member, both individually and on behalf of Member's Guests, waives any and all damages, including consequential damages, loss of opportunity and loss of use resulting from: (a) the unavailability of the Venue or portions thereof, regardless of cause; or (b) the unavailability of particular amenities for particular events and/or Member or Member's Guests inability to access the Venue for particular events due to either: (i) postponement, suspension, cancellation or delay (whether in whole or in part) of an event; or (ii) action taken by either Foundation or LSU to

exclude Member or Member's Guests from a particular event or events based on actual or alleged misconduct of either Member or Member's Guests; and, (iii) Foundation's termination or failure to renew this Agreement for any reason.

### **INDEMNITY**

To the fullest extent permitted by applicable law, Member shall indemnify Foundation and LSU against any loss or damage to Foundation and/or LSU property located in the Venue caused or contributed to by the fault of Member or Member's Guests. Further, in the event that Member or Member's Guests consume alcohol while attending events at the Venue, to the fullest extent permitted by applicable law, Member agrees to indemnify, and hold harmless the LSU Board, LSU, Foundation, their officers, directors, employees and agents (the "Indemnified Parties") from any and all financial loss or damage including, without limitation, attorneys fees (collectively "Loss or Damage"), associated with claims, suits, judgments and actions (collectively "Claims") threatened, asserted against, or incurred by one or more of the Indemnified Parties and which are based on or arise out of, whether in whole or in part, directly or indirectly, Member or Member's Guests actual or alleged consumption of alcohol while attending events at the Venue.

In addition, if the Venue is a suite in either Tiger Stadium or Alex Box Stadium, to the fullest extent permitted by applicable law, Member agrees to indemnify and hold harmless the Indemnified parties from any and all Loss or Damage associated with Claims threatened or asserted by Member or Member's Guests and which involve accidents or injuries occurring within Member's suite. For purposes of this section only, "Member's Guests" shall mean anyone using Member's Tickets.

### **GOVERNING LAW AND VENUE**

Member acknowledges and agrees that this Agreement shall be governed and construed in accordance with the laws of Louisiana, the applicable rules, regulations, policies and procedures of LSU, the LSU Board and Foundation. If the Arbitration provision contained herein shall be deemed invalid or inapplicable for any reason, Member acknowledges and agrees that the exclusive venue for legal proceedings not subject to arbitration, if any, arising in connection with the terms of this Agreement or otherwise associated with any rights, benefits, amenities or activities associated with the Venue, shall be the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

### **ARBITRATION**

Any dispute or claim between Member and Foundation arising under the terms of this Agreement or otherwise associated with the Venue including without limitation any rights, benefits, amenities or activities associated with the Venue shall be submitted to binding arbitration, administered by the American Arbitration Association ("AAA") in accordance with its then effective Commercial Arbitration Rules. The venue of any such action shall be Baton Rouge, Louisiana.

## **NOTICES**

Unless otherwise provided herein, any notices, demands or other communications (except for invoices) between the parties required under the terms of this Agreement shall be in writing and given by certified mail, return receipt requested, directed to the address set forth in the Contract (if to Member), and to Tiger Athletic Foundation, Attn: President & CEO, P.O. Box 711 Baton Rouge, LA 70821 (if to Foundation). Unless otherwise provided herein, notices given in accordance with the terms of this Agreement shall be effective upon deposit in the U.S. mail.

## **ASSIGNMENT BY FOUNDATION**

Member acknowledges that Foundation may, without notice to Member, pledge and assign the contributions due under this Agreement by Member to a bank or other financial institution in connection with and as security for Foundation's obligations and Member waives any objection to such pledge and assignment.

## **MODIFICATION**

No amendment or modification of this Agreement shall be deemed valid unless made applicable pursuant to a written addendum signed by both parties.

## **ALTERATIONS TO SUITES – INDEMNITY**

In accordance with the Member Covenant Section of these Terms and Conditions, Member has agreed not to alter or modify the suite, and not to alter, modify, remove or supplement suite furnishings, fixtures, wall coverings, cabinets or other items without the written permission of Foundation, which permission may be denied without cause. Any proposed alterations or modifications shall comply with all applicable building and safety codes. In addition to any other indemnity provided herein and to the fullest extent permitted by applicable law, Member agrees to indemnify, and hold harmless the LSU Board, LSU, Foundation, their officers, directors and employees (the "Indemnified Parties") from any and all financial loss or damage including, without limitation, attorneys fees (collectively "Loss or Damage"), associated with claims, suits, judgments and actions (collectively "Claims") threatened, asserted against, or incurred by one or more of the Indemnified Parties and which are based on or arise out of, whether in whole or in part, directly or indirectly, any alterations or modifications to the suite and/or any alteration, modification, removal or supplement to the suite furnishings, fixtures, wall coverings, cabinets or other items whether such modifications were undertaken with or without the written permission of Foundation.

## **PERSONAL PROPERTY IN VENUES – LIMITATION OF LIABILITY**

Member acknowledges and agrees that neither the LSU Board, LSU, Foundation, their officers, directors, employees or agents, shall have any liability to Member or Member's Guests for (a) loss, damage or injury to personal property including but not limited to memorabilia, art work, decorations, consumables and other property placed in suites, or (b) loss, damage or injury to personal property occurring in any Venue, regardless of whether such loss or damage results from fire, theft, vandalism or other causes.