



2023 Round Rock Classic Athletic Agreement

This agreement is made and entered into this **25th day of October, 2021** by and between Peak Events LLC (host of the Round Rock Classic) and the athletic authorities representing **Louisiana State University (LSU)** stipulates the following:

1. That the Varsity Baseball Team representing **LSU Athletics** shall compete in the **2023 Round Rock Classic** for three (3) total games, competing in a round-robin tournament against three (3) different teams.

At Dell Diamond - Round Rock, TX on Friday, Feb 24, 2023, Saturday, Feb 25, 2023 and Sunday, Feb 26, 2023.

Times and Opponents: TBD

Current Field: University of Iowa, Kansas State University, Sam Houston State University, & Louisiana State University

**Participating teams are subject to change*

2. That Peak Events LLC agrees to compensate LSU Athletics twenty (20) double rooms per night for three (3) nights for participation in the Round Rock Classic. These rooms will be located in Round Rock, TX at a hotel no further than ten (10) miles from Dell Diamond. In addition, one hundred (100) complimentary tickets per game and one (1) 12-person stadium suite will be provided for use by the coaching staff and athletic department as desired. Also included is Breakfast three (3) days, three (3) post game/team meals, on-field practice on Thursday prior (weather depending), player gifts, complimentary meeting space at your team hotel and free laundry service each night.
3. That the officials for these games shall be selected by Peak Events LLC and will feature a four-man crew, in addition the use of Umpire Replay Review will be available.
4. That all players or contestants representing the institution in said games shall be eligible under the rules and regulations of the NCAA and their respective conference.
5. If either party cancels or fails to appear at this athletic event, that party agrees to pay the non-cancelling party in the amount of \$15,000 no later than 60 days after cancellation.
 - a. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, or national strikes.
 - b. For the avoidance of doubt, Force Majeure shall not include solely (a) financial distress nor the inability of either party to make a profit or avoid a financial loss or (b) a party's financial inability to perform its obligations hereunder.

6. All live and replay broadcasting and multimedia rights with the exception of university athletic department radio is owned and run by Peak Events LLC.
7. The athletic department grants the use of athletic department marks for promotional use by Peak Events LLC, though, items with athletic department rights that are for sale by Peak Events LLC will go through the proper licensing and royalty channels.
8. This Agreement shall be construed in accordance with the laws of the State of Texas, and in the event of litigation between the parties hereto concerning the terms and conditions of this Agreement, it is agreed that the venue shall be a District Court located within Collin County, Texas.
9. Indemnification: "Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all loss, claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages (Claims) resulting from its or it's employees, clients or agents negligence or willful misconduct arising from or related to this Agreement."

Provisions:

1. Teams will be required to provide a ticketing representative to handle and distribute all players, coaches, and staff tickets. Peak Events LLC will prepare the location for distribution and print all physical tickets to be ready on-site.
2. If event cancellation occurs due to inclement weather including but not limited to excess precipitation or cold temperatures, teams will be required to fulfill a fan obligation at either Dell Diamond or another designated location that is mutually agreed upon by both parties. This can include but is not limited to a meet & greet or autograph session lasting no more than 2 hours at a time that is mutually agreed upon by both parties.

The parties agree that the persons signing this agreement certify by affixing his or her signature that he or she has the authority to sign the agreement and to bind the university to the agreement terms.

Approved:

John W. [Signature] Vice President

Name Title

[Signature] 10/25/21

Signature Date

Approved:

Jay Johnson Head Baseball Coach

Name Title

[Signature] 11/12/21

Signature Date