

BASEBALL GAME AGREEMENT

THIS BASEBALL GAME AGREEMENT ("Agreement") is made and entered into by and between RICE UNIVERSITY ("Rice") and the Louisiana State University ("LSU").

The purpose of this Agreement is to formalize arrangements for a varsity baseball game involving Rice and LSU.

THEREFORE, in consideration of the foregoing, the provisions and benefits outlined below, and for other good and valuable consideration, Rice and LSU agree as follows:

1. **Event**

Rice and LSU shall cause their varsity baseball teams to play the other in a baseball game in accordance with the terms of the agreement ("Game"). This game shall be held as follows:

DATE

February 28th, 2024

LOCATION

Reckling Park, Houston, Texas

TIME

TBD

Rice will return to play at LSU during the 2025 season.

2. **Rules and Regulations**

The Game shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") as in effect at the time of the Game.

3. **Eligibility of Team Members**

The athletics eligibility of each team member to participate in the Game shall be governed by the rules and regulations of his institution, and the rules of his institution's athletics conference and by the NCAA.

4. **Officials**

Home team shall assign officials for the Game. Rice shall be responsible for the expenses of the officials.

5. **Guarantee**

Rice shall provide LSU with 50 tickets to the game.

6. **Damages**

If either Rice or LSU cancels, or otherwise elects for any reason not to participate in the Game, then the cancelling team shall pay the other team a total liquidated damage amount of Ten Thousand Dollars (\$10,000).

7. Force Majeure

- a. If an unforeseen catastrophe beyond the control of either Team (including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, failure of public utilities, or unusually severe weather) makes impossible the playing of the Game, the Game shall be cancelled and neither party shall be responsible to the other for any loss or damage.
- b. Cancellation of the Game under this Section shall not be deemed a breach of this Agreement.
- c. Notice of such catastrophe or disaster shall be given as soon as reasonably practicable.
- d. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this Agreement.

8. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9. Integration

This Agreement is the total agreement between Rice and LSU, superseding all prior agreements, if any. Any additions or modifications to this Agreement must be writing and signed by both Rice and LSU.

IN WITNESS WHEREOF, Rice and LSU have duly executed and delivered this Agreement as of the date first written above.

RICE UNIVERSITY

LOUISIANA STATE UNIVERSITY

By:


Tommy McClelland
Director of Intercollegiate Athletics

By:


Scott Woodward
Director of Intercollegiate Athletics

Date:

10-17-23

Date:

11/6/23