



**Georgia State University
Beach Volleyball Game Agreement**

This Georgia State University Beach Volleyball Game Agreement (the "Agreement") is made and entered into this 28th day of November, 2017 (the "Effective Date"), by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("Georgia State University") and Louisiana State University.

In consideration of the terms, conditions, covenants, and promises hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Competition.** Each party to the Agreement shall cause its beach volleyball team to play multiple contest(s) of beach volleyball. Schedule of said contest(s), which are scheduled by mutual agreement of the parties, shall be as set forth below:

<u>Date</u>	<u>Location</u>	<u>Time</u>
Game #2: <u>4/1/17 – 4/2/17</u>	<u>GSU Beach Volleyball Facility</u> <i>GSU Diggin' Duals Tournament (2017)</i> Louisiana State University shall play four of the following teams: Austin Peay University University of Alabama at Birmingham Lincoln Memorial University Jacksonville State University Georgia State University	<u>8am-8pm</u>

Game time(s) will be decided by the home team, but shall be no earlier than 8:00 a.m. local time and no later than 8:00 p.m. local time, unless mutually agreed in writing.

2. **Financial Consideration.**
 - a. All Games: The home team will not pay the visiting team a guarantee.
3. **Eligibility.** The eligibility of the players in said game(s) shall be determined by the rules and regulations of the National Collegiate Athletic Association ("NCAA") as well as the rules of the athletic conference of which each institution is a member, if such affiliation is held.
4. **Rules.** The game(s) and preliminary arrangements, including time-out format, shall be conducted under the standard rules of the NCAA.
5. **Game Officials.** Officials shall be appointed and paid by the home team. No split crews will be assigned to the game(s) set forth above.

6. **Tickets/Entrance to Game(s).**

- a. Tickets prices shall be set by the home team.
- b. For each game set forth above, the visiting team shall be provided zero complimentary tickets and zero tickets for sale to its followers, said tickets to be in number and location as set forth in the attached diagram (hereby referenced and incorporated herein as Exhibit A).
- c. The band members, cheerleaders, and mascots of each team shall be admitted free of charge provided they are in uniform and their attendance shall not be included in the respective game report(s), unless otherwise agreed upon by both institutions.

7. **Radio Rights.** Radio broadcast of the game(s) shall be under the control of the home team. The rights of each team are as follows: The home team shall provide space for one (1) free broadcast outlet for the purpose of exclusive broadcast on the established radio network of the visiting team only, receipts of which shall belong to the visiting team. All other broadcast rights and privileges and receipts therefrom shall belong exclusively to the home team.

8. **Television Rights.** The beach volleyball game(s) contracted for in this Agreement may be televised or cablecast only with the mutual consent of the parties hereto. Unless otherwise provided, the home team shall have the right to negotiate the arrangements for a telecast or cablecast of the game(s), including but not limited to CATV and pay-per-view, and a division of rights fees will be determined prior to agreeing to telecast or cablecast such game(s). All rules, regulations, and relevant contractual obligations of the conferences to which the parties may belong that are applicable to televising to cablecasting football games must be complied with, and all rules and regulations of the NCAA must also be complied with. It is further agreed that:

- a. Each party may arrange for closed circuit television presentations of the game(s) on the respective campuses, and from alumni groups around the country, and to retain the entire revenue derived therefrom.
- b. Each party shall have the right to produce film and/or video tapes of the game(s) and to authorize their use for coaches' shows and delayed telecasts, under restrictions of the applicable conferences and any national governing bodies.
- c. Home team agrees to provide reasonable press box facilities for the origination of programs described herein.
- d. All programs produced as a result of this Section shall be governed by applicable intercollegiate conference rules. To the extent that permission and/or approval of either or both schools is required by said rules or regulations for the origination and presentation of programs provided for herein, both schools do hereby agree that such permission shall not be unreasonably withheld.

9. **Internet Streaming Rights.** Internet streaming broadcast of the game(s) shall be under the control of the home team. The home team shall retain the revenue from and full control of internet streaming rights.

10. **Game Operation/Program/Concession Rights.** The home team shall have the game operation, program, and concession rights – including all privileges and receipts therefrom – for the game(s) set forth above.

11. **Game Cancellation.** For each game set forth above, either party failing to comply with the conditions of Section I ("Competition"), either by cancellation or failure to appear, shall forfeit to the other party within thirty (30) days of the date on which the applicable contest was scheduled to occur the sum of five thousand dollars (\$5000.00) as a cancellation fee and not as a penalty. If Georgia State University cancels any or all of the game(s) set forth above due to a change in its conference or divisional affiliation, this Agreement

shall be null and void and no cancellation fee shall be assessed on Georgia State University. If any cancellation is by mutual written consent, then this Agreement shall be null and void.

12. **Force Majeure.** The home team and the visiting team recognize that exigencies beyond the control of either party, such as Acts of God, Acts of common enemy, civil disorders, or orders of military or public authority, may render it impossible to or highly undesirable to play the game or games agreed to hereunder, in which event or events the game or games shall be cancelled or rescheduled as such exigencies may dictate or permit. Under such circumstances and the home team and the visiting team agree to cancel the game or games, Section 11 ("Game Cancellation") of this contract shall be null and void.
13. **Assignment.** This Agreement and all rights and duties under this Agreement are personal to visiting team and shall not, without the written consent of the home team, be assigned or otherwise encumbered by visiting team or by operation of law. Any such assignment or other encumbrance made in violation of this Agreement shall be void.
14. **No Third Party Beneficiaries.** No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities.
15. **Severability.** If any provision contained herein shall be deemed or declared unenforceable, invalid, or void the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.
16. **Non-Waiver.** No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.
17. **Entire Agreement; Amendment.** This Agreement (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by authorized officials of both institutions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the Effective Date.

Board of Regents of the University System of Georgia by and on behalf of Georgia State University	Louisiana State University
Signature: <u>Beth Van Fleet</u>	Signature: <u>Russell Brock</u>
Name: Beth Van Fleet	Name: <u>Russell Brock</u>
Title: Head Coach – Beach Volleyball	Title: Head Coach – Beach Volleyball
Date: <u>10/28/2016</u>	Date: <u>11/23/16</u>
Signature: <u>Charlie Cobb</u>	Signature: <u>Miriam Segar</u>
Name: Charlie Cobb	Name: <u>Miriam Segar</u>
Title: Director of Athletics	Title: <u>Asst. Associate</u> Director of Athletics
Date: <u>11/7/16</u>	Date: <u>11/28/2016</u>

Exhibit A
Visiting Team Ticket Information