



Houston Baptist University Athletic Contest Agreement

This agreement is entered into as of the 3rd day of October, 2016, by and between Houston Baptist University and Louisiana State University.

1. **TEAM PLAY:** The varsity teams representing the above named institutions shall play two (2) game(s) of Beach Volleyball as follows:

Date: April 7, 2017 Place: Third Coast Beach Volleyball Courts - Court #TBA Time: TBA

Date: April 8, 2017 Place: Third Coast Beach Volleyball Courts - Court #TBA Time: TBA

Date: Place: Time:

Date: Place: Time:

2. **FINANCIAL AGREEMENT:** The home institution agrees to pay the visiting institution a guarantee of \$-0-. Such compensation shall be due and payable within thirty (30) days following each Game.
3. **GAME OFFICIALS:** Game officials shall be selected, and all expenses paid, by the home institution, unless otherwise noted in the "Special Arrangements" section.
4. **COMPLIMENTARY TICKETS:** The home institution agrees to provide -0- (via pass list) complimentary tickets to the visiting team.
5. **ELIGIBILITY:** The contest(s) shall be governed in all respects, including the eligibility for the participants, by the rules and regulations of the NCAA, the individual institutions and the conferences to which each party is a member. In the event of any conflict in such rules or regulations, (a) if both teams are members of the same conference, the Conference rule-regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
6. **RADIO/TELEVISION:** Each visiting team shall be allowed one (1) radio outlet for broadcast to its home listening area with rights fees being waived. The home team shall have exclusive rights to all video broadcasts. Both teams shall have the right to film the games for internal use only and coach's shows. The home team shall provide the visiting team with appropriate facilities and camera location.
7. **CANCELLATION/FORFEITURE:** In the event that an institution shall cancel or fail to appear for the contests specified in this Agreement, the party so cancelling or failing to appear, shall pay to the non-defaulting party the sum of \$2,000.00 as liquidated damages for each such cancelled game. Payment of liquidated damages shall be paid no later than thirty (30) days after the scheduled date for each cancelled game. Cancellation or delay due to acts of God, acts of nature, or acts of any governing regulatory body, including but not limited to the NCAA or any governing athletic conference, shall not be cause for liquidated damages to be paid.
8. **INSURANCE:** Each institution shall maintain comprehensive general liability, automobile liability, property, and worker's compensation, athletic participants' health/accident and other programs of insurance as appropriate and commercially reasonable.
9. **SPECIAL ARRANGEMENTS:** None

EXECUTION OF THIS AGREEMENT: Each of the persons executing this Agreement, on behalf of his/her respective institutions, hereby warrants that they are duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

Institution: Houston Baptist University

Name: ~~Steve Moniaci~~ SANDY MOONEY

Title: ~~Director of Athletics~~

VP FOR FINANCIAL OPERATIONS

Authorized Signature: Sandy Mooney

Coach's Signature: [Signature]

Institution: Louisiana State University

Name:

Title:

Authorized Signature: [Signature]

Coach's Signature: [Signature]

Please sign and return white copy to:
Steve Moniaci, Director of Athletics
Houston Baptist University
7502 Fondren Road
Houston, TX 77074-3298

Phone: (281) 649-3096
Fax: (281) 649-3040

CONTRACT MUST BE EXECUTED AND RETURNED WITHIN 30 DAYS OF RECEIPT TO BE CONSIDERED VALID.