

INTERCOLLEGIATE ATHLETICS GAME CONTRACT

THIS AGREEMENT IS ENTERED INTO as of the last date of duly authorized signature BY AND BETWEEN The Administrators of the Tulane Educational Fund d.b.a. **TULANE UNIVERSITY**("TULANE") AND **LOUISIANA STATE UNIVERSITY** ("LSU"), each A "Party" and collectively the "Parties".

SPORT: BEACH VOLLEYBALL

The Parties agree to participate in and complete the athletic contest(s) ("Game") between TULANE and LSU's [beach volleyball] teams under the following terms and conditions:

Day	Date	Time	Location
Saturday	February 25, 2023	TBA	White Sands Volleyball Courts Elmwood, LA
Sunday	February 26, 2023	TBA	White Sands Volleyball Courts Elmwood, LA

- GOVERNING RULES:** The Game shall be governed in all respects, including the eligibility of participants, by the rules and regulations of the National Collegiate Athletics Association ("NCAA") and each Party subscribing to the rules and regulations of its own Conference and Institution. In event of any conflict in such rules and regulations, the NCAA rules and regulations shall control.
- OFFICIALS:** Officials for such Game(s) shall be assigned by Tulane University.
- CANCELLATION/FORFEITURE:** The Parties acknowledge that each is relying on the other to participate in and complete the Game(s) as agreed. If either of the Parties of this Agreement seeks cancellation of the Game for any reason other than for Force Majeure as contained in Paragraph 4, the canceling Party shall provide the other Party written notice no later than fourteen (14) calendar days in advance of the Game. The Parties agree that if either Party chooses to cancel this Contract, the other Party's damages would be difficult, to assess and calculate. Therefore, the Parties agree, that the Party seeking cancellation shall pay the other Party in the amount of [\$5,000.00] as liquidated damages and/or actual, reasonable, and documented direct damages, whichever amount is greater, to offset the damages caused as a result of the cancellation. The [\$5,000.00] will be due within thirty (30) calendar days of the originally scheduled Game. A cancellation due to a change in conference affiliation is subject to this liquidated damages provision.
- NOTICES:** Any notice given pursuant or in respect of this Agreement shall be in writing and shall be deemed received: (i) on the date such notice is hand-delivered to an authorized representative of the party receiving such notice, (ii) on the first business day following the date on which such notice is sent prepaid for next-day delivery by nationally-recognized overnight delivery service, or (iii) on the third business day following the date on which

such notice is sent by prepaid registered or certified U.S. mail, return receipt requested. Any notice given pursuant or in respect of this Agreement shall be delivered:

If to LSU: Russell Brock
Head Coach, Beach Volleyball
LSU Athletics Administration Building
Baton Rouge, LA 70803

If to Tulane: Scott Mitchell
Tulane University Athletics Department
James Wilson Center, Room 317
2950 Ben Weiner Dr.
New Orleans, LA 70118

With a copy to: Office of the General Counsel
Tulane University
300 Gibson Hall
6823 St. Charles Avenue
New Orleans, LA 70118-5698

5. **FORCE MAJEURE:** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure and/or delay in fulfilling or performing any term herein, when and to the extent such failure and/or delay is caused or results from a cause beyond the Party's reasonable control that makes performance of the contract impossible including, without limitation, the following force majeure events: an "Act of God," tornado, hurricane, tropical storm, flood, lightning strike, weather-related disruption, natural disaster, riot, epidemic, pandemic, fire, smoke, earthquake, war, invasion, hostility, rebellion, insurrection, confiscation order of the government, a military or public authority action or order, or a prohibitive or injunctive order of any competent judicial or other government authority, civil or military strike, any act or order of a military or public authority including, without limitation, a recognized health authority, either University or its respective leadership or the State Board of Education, any other cause, similar or dissimilar beyond the reasonable control of the parties. Neither Party shall be liable for any damages, including without limitation direct, consequential, incidental, compensatory, punitive, liquidated or any other category of damages, which either Party might suffer as a result thereof.
6. **INDEMNITY:** The Parties shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of the indemnifying Party, its officers, employees, students, or agents. The indemnity should survive any termination/expiration of the contract.

7. **INSURANCE:** The Parties represent and warrant that they each have their own insurance coverage reasonably necessary for any claims arising from or relating to this Agreement. A Party's insurance shall not limit the liabilities or requirements of indemnity assumed by either Party under this Agreement.
8. **GUARANTEES:** TULANE agrees to pay LSU the sum of [\$0.00] as a guarantee for completion of said Game(s). If applicable, the sum will be due within [N/A] calendar days of the completion of the Game(s).
9. **LODGING:** In TULANE's sole discretion, TULANE will reimburse LSU a maximum of [0] hotel rooms for [0] nights at a maximum amount of [\$0.00] rate per room.
10. **COMPLIMENTARY TICKETS:** LSU will be permitted [0] complimentary tickets for the above-mentioned Game(s), if fans are permitted in the venue.
11. **TELEVISION AND BROADCAST RIGHTS:** TULANE retains all rights to broadcast the Game(s) on radio, television, the internet, and any other medium.
12. **RADIO:** The radio broadcast of the Game shall be under the control of TULANE. If agreed upon in a separate writing, TULANE will provide space for one (1) free broadcast outlet for the purpose of exclusive broadcast of the established radio network of LSU only, receipts from which shall belong to LSU. All other broadcast rights, privileges, and receipts therefrom shall belong to the TULANE.
13. **LICENSE:** LSU grants to TULANE a non-exclusive, perpetual, worldwide, irrevocable, freely transferable, freely sublicensable (through multiple tiers of sublicensees), royalty-free right and license to use (i) the trademarks, service marks and other indicia of and relating to LSU's teams participating in said Game(s) and (ii) the names, images, likenesses, biographical details, privacy rights, publicity rights, and all other indicia of identity of participants and other individuals involved in the conduct of the Game for the purposes of broadcasting, advertising and promoting the Game.
14. **CREDENTIALS AND PARKING:** LSU shall request from TULANE [0] credentials at least fourteen (14) calendar days in advance of Game. LSU shall contact TULANE to discuss and confirm parking needs at least fourteen (14) calendar days in advance of Game.
15. **SEVERABILITY:** Should any provision of this Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of this Agreement will remain in full force and effect.
16. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Parties pertaining to the matters referenced herein and supersedes all prior and contemporaneous agreements.
17. **NO ASSIGNMENT:** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

18. **NO AMENDMENT/WAIVER:** No amendment, modification, supplement, or waiver of any obligations under this Agreement shall be binding unless set forth in writing signed by both Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

TULANE
The Administrators of the
Tulane Educational Fund
d.b.a TULANE UNIVERSITY

BY: Jana Woodson

TITLE: Deputy Athletics Director

DocuSigned by:

Signature

10/19/2022

Date

LSU
Louisiana State University

BY: 

TITLE: Director of Athletics or Designee


Signature

11/29/2022

Date

Please return a signed copy of this agreement to
Scott Mitchell, Tulane University Athletics via e-mail at smitchel1@tulane.edu