

**Florida State
University Beach
Volleyball
Athletic Competition/Game Commitment Agreement**

This Agreement made and entered into this _day of _____, _____, by and between Florida State University Board of Trustees, a public body corporate of the State of Florida for and on behalf of its Department of Intercollegiate Athletics and the Florida State University Beach Volleyball Team (“Home Institution”) and Louisiana State University (“Visiting Institution”), by their duly authorized agents, stipulates and confirms that the above-mentioned teams will participate in an athletic competition according to the following terms:

Sport: Beach

Volleyball Site/Location:

Tallahassee, FL

Date/Time: April 7-8, 2023, TBD

Rules: CCSA Conference

Officials: Provided by Home Institution

Financial Guarantee: N/A

Other Conditions: N/A

- 1. If either of the parties to this Agreement seeks cancellation it shall be agreed to by mutual consent with adequate notice provided in advance. If this Agreement is breached by either party for failure to appear and participate in the game(s) set forth herein, the breaching party shall pay to the non-breaching party an amount of \$ 5000 to offset the damages caused as a result of the breaching party's failure to appear. Neither party shall be considered in default of this Agreement for failure to appear and participate in the game(s) due to acts of God, natural disaster, national/local emergency, labor disputes or orders of a state or federal court or authority, or prohibitory or injunctive orders of any competent judicial authority,**

government authority, governing association or body of which either is a member, or other similar events beyond the control of either party. Should such a situation arise, the parties will work together in good faith to find an alternate game date.

- 2. This Agreement is being signed by each party with full knowledge of the ongoing COVID-19 situation affecting the United States and the World (the “Pandemic”). Pandemic related concerns have caused the cancellation of sporting events across the United States. The parties are signing this Agreement for the purposes of participating in the above described game or event. It is unknown at the time of the signing of this Agreement if the event will be canceled due to Pandemic related concerns. If such event is cancelled due to Pandemic related concerns, or if Home Institution or Visiting Institution makes the determination that it cannot play in the game(s) or event due to Pandemic related concerns, this Agreement is automatically terminated, no party will be considered to be in breach, there shall be no damages owed by any party to any party, including the above referenced offset amount, and any financial guarantee paid by the Home institution to the Visiting Institution shall be refunded by the Visiting Institution to the Home Institution within 30 days of the event being cancelled. If Home Institution paid for Visiting Institution’s hotel, and because of the cancelled event the hotel rooms are not used by the Visiting Institution and the Home Institution has to pay damages to the hotel, the Visiting Institution agrees to pay the Home Institution half of said damages no less than 30 days after Home Institution pays the hotel for the damages. Any Institution that determines it cannot play in the game(s) or event due to Pandemic related concerns must provide written notice to the other Institution within 24 hours of making such determination.**
- 3. The Atlantic Coast Conference’s Medical Advisory Group has established COVID-19 Minimum Standards, titled Atlantic Coast Conference CoVID-19 Medical Advisory Group Minimum Standards (“ACC MAG Standards”). The ACC MAG Standards require ACC member institutions and the opposing team in any athletic event to satisfy the requirements of the ACC MAG Standards, as amended from time to time. Visiting Institution and Home Institution shall satisfy the ACC MAG Standards. Requirements in the ACC MAG Standard that are identical to COVID-19 requirements of the Visiting Institution, if any, and vice versa, are not required to be duplicated to satisfy each set of requirements. For clarity and avoidance of doubt, a PCR test is not identical to an antigen test.**
- 4. At the time of signing this Agreement, each Institution has provided reasonable assurances to each other that it has the capabilities to safely play in the game, satisfy the Atlantic Coast Conference CoVID-19 Medical Advisory Group Minimum Standards, and its respective**

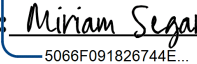
athletic conference is permitting it to play in the game(s) or event.

5. In order for this Agreement to be binding and have legal effect, it shall be returned signed by an authorized representative of the visiting institution within fifteen (15) days of its receipt by the Visiting Institution. Should the Agreement not be received within this time, or it is not properly signed, the Home Institution shall have the option to void it, in which case the Agreement shall have no force or legal effect whatsoever. If the Home Institution exercises this option, it will notify the Visiting Institution within forty-eight (48) hours of its decision.

IN WITNESS WHEREOF, this agreement has been signed and approved by the authorized representatives of the parties hereto, this day and date.

Florida State University Department Visiting
Institution of Intercollegiate Athletics

Signed: 
Michael Alford
Athletics Director

Signed: 
Miriam Segar

Name: Miriam Segar

Head Coach  Date 7/12/2022 | 11:57 AM Title: Sr Associate Athletics Director
(Initials)

*Any alteration of this Agreement without prior approval of the Home Institution shall render the Agreement void.