



COMPETITION AGREEMENT

This Agreement entered into this 27th day of November, 20 20 by and between Saint Louis University and Louisiana State University, the terms and conditions to which the parties agree are as follows:

1. That the Men's Basketball teams of the two institutions shall agree to meet in the following scheduled competition(s):

<u>Date</u>	<u>Site</u>	<u>Time</u>
<u>November 26, 2020 vs. SIUE</u>	<u>Chaifetz Arena, St. Louis, MO</u>	<u>6:00 PM CST</u>
<u>November 28, 2020 vs. Saint Louis</u>	<u>Chaifetz Arena, St. Louis, MO</u>	<u>TBD</u>

2. That in consideration of the above-referred competition (s) the Host Institution shall pay the Visiting Institution the sum of \$0.00 dollars. The amount shall be forwarded to the Visiting Institution not later than 30 days following each competition scheduled under this Agreement.

3. That no more than N/A complimentary tickets shall be furnished to the Visiting Institution. Cheerleaders and the traveling sports units from the Visiting Institution shall be admitted and not counted for such purposes.

4. That the competition (s) shall be played under the eligibility and game rules of the NCAA.

5. That officials for said competitions(s) shall be designed and paid for by the Host Institution except for the following special arrangements:

6. Radio rights are vested in the Home Institution, except reciprocal rights for Visiting Institutions to have one (1) outlet.

7. That all rights fees or revenues resulting from the radio or televised broadcast, including but not necessarily limited to, local, regional, or national telecasts (commercial or cable, live or delayed) shall be retained by the Host Institution unless otherwise agree to in writing, in advance, and attached to this Agreement as an Addendum by the parties.

8. Force Majeure. If it becomes impossible to play the Contest(s) by reason of severe weather, fires, floods, power failure, strikes, riots, war, epidemic, pandemic, terrorism or threats of terrorism, governmental orders, University closures, or other reasons beyond the control of either party, this Agreement, with written notice to the other party, may be cancelled by either party and the game(s) shall be cancelled. In such case, neither party shall be responsible to the other for any as to any other game(s) covered by this Agreement. For the avoidance of doubt, this provision shall allow cancellation without penalty, and excuse any failure to perform by either party, if such cancellation is in response to government, University, conference, or NCAA mandates, policies, or guidance related to the ongoing COVID-19 pandemic.

9. That failure of either party to fulfill the conditions of the Agreement, for reason other than those set forth in paragraph 8, shall constitute a breach of contract and the breaching party shall forfeit or pay the sum of \$100,000.00 as liquidated damages.

10. This agreement may not be assigned by either party without the express written consent of the other party.

11. The Agreement shall be signed and returned to the following address within 30 days after receipt to be binding and legal effect:

Saint Louis University
Department of Athletics
3330 Laclede Avenue
St. Louis, Missouri 63103

Should the Agreement not be received within this time, it shall, at the option of Saint Louis University, be null and void and of no effect.

12. Other terms and conditions: Acknowledge this is an MTE event for scheduling purposes related to NCAA requirements. LSU to stay at the Union Station St. Louis Hotel and will cover their own expenses.

13. That the parties signing the Agreement on behalf of the respective institutions warrant their authority and capacity to do so and each party relies upon said assurance and representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or authorized representative as of the date shown below the respective signatures, said Agreement becomes effective as of later date.

SAINT LOUIS UNIVERSITY

INSTITUTION:

LOUISIANA STATE UNIVERSITY

BY:

Chris May

BY:

M. L. M.

TITLE: Christopher May, Director of Athletics

TITLE:

Associate AD - Business & Finance

DATE: 11/20/20

DATE:

11/24/20