

HAWAII

ATHLETIC EVENT AGREEMENT

This Agreement, entered into on January 17, 2017, between the University of Hawai'i, the state university and a body corporate of the state of Hawai'i, for the benefit of the University of Hawai'i at Mānoa Department of Intercollegiate Athletics ("UHM" or "Home Team") and Louisiana State University Athletics ("LSU" or "Visiting Team"), LSU Athletics Administration Building, Baton Rouge, LA 70803, individually or collectively referred to herein as "Party" or "Parties", describes the arrangements for the intercollegiate athletic contest between the Parties' respective teams described herein.

1. Contest. The Parties' respective teams in the intercollegiate sport of Men's Tennis shall compete as follows:

<u>Date</u>	<u>Location</u>	<u>Time</u>
Monday, January 9, 2017	University of Hawai'i Tennis Complex	TBA
Tuesday, January 10, 2017	University of Hawai'i Tennis Complex	TBA
Wednesday, January 11, 2017	University of Hawai'i Tennis Complex	TBA

2. Governance and Eligibility. The contest and eligibility of participants shall be governed by the rules of the Parties' respective associations, conferences, and institutions.

3. Financial Considerations. UHM shall pay the Visiting Team the amount of One Thousand Five Hundred Dollars (\$1,500), no later than sixty (60) days following the execution of this agreement.

4. Officials. Officials for the contest shall be at the expense of UHM, and shall be appointed by the conference to which UHM belongs.

5. Tickets. Visiting Team shall receive Zero (N/A) complimentary tickets. Ticket pricing shall be controlled by UHM.

6. Cheerleaders and Mascots. Cheerleaders and mascots in uniform shall be admitted free of charge. UHM shall be notified of the number attending no later than seven (7) days before the contest.

7. Cancellation, Forfeiture, Non-Appearance. The Parties agree that if a Party's team cancels, forfeits or fails to appear for the contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party a liquidated sum of Zero Dollars (N/A). The Parties agree that it is difficult to predict attendance and revenues for any contest, so that this sum will represent liquidated damages for the non-breaching Party's team's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party whose team cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of the contest.

Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the contest is caused by reasons of power failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either Party, this Agreement may be terminated by mutual consent and in writing executed by authorized representative of both Parties. Neither Party shall be responsible to the other for any loss or damage.

8. Broadcast Rights. UHM's conference, or UHM if the rights revert back, shall control the television broadcast rights and revenues for the contest. Visiting Team, upon request (minimum 30 day notice), will be provided access for radio connections at their own cost. Visiting Team will be allowed one designated commercial radio station to broadcast free of rights fees.

9. Legal Responsibility. Each Party shall be responsible for damages or injury caused by that Party's agents, officers, and employees in the course of their employment under this Agreement to the extent that the Party's liability for such damage or injury has been determined by a court or otherwise agreed to by the Party, and the Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

10. Assignment and Waiver. No assignment may be made of this Agreement, and failure to enforce any provision shall not be deemed to be a waiver of right(s) to any other provision.

11. Severability. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.

12. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Hawai'i, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in court of competent jurisdiction in the State of Hawai'i.

13. Entire Agreement. This is the entire Agreement of the Parties, and supersedes any and all prior agreements for the described arrangements for the intercollegiate athletic contest described in Section 1 above. This Agreement may contain handwritten amendments, but such amendments are valid only if initialed by authorized representatives of both Parties. This Agreement may also be supplemented, but only in writing executed by authorized representatives of both Parties, and no additional consideration shall be required. The Parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original.

14. Execution. This Agreement has been duly executed by authorized representatives of the Parties.

By: David A. K. Matlin 1/13/17
 David A. K. Matlin
 Director of Intercollegiate Athletics
 University of Hawai'i at Mānoa

By: Siddie 2 King 2-16-17
 Louisiana State University

By: Tiffany Kuraoka 1/27/17
 Tiffany Kuraoka
 Fiscal Administrator
 University of Hawai'i at Mānoa

Head Coach [Signature] Sport Admin [Signature]

Short Version 10.18.16 OGC