



CONFERENCE USA
LOUISIANA TECH UNIVERSITY
ATHLETIC CONTEST AGREEMENT

This agreement is entered into as of the 15th day of Septmeber, 2022 by and between

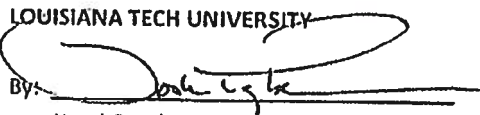
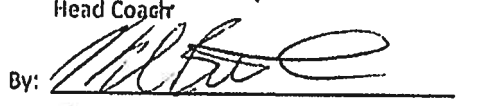
LOUISIANA TECH UNIVERSITY AND LOUISANA STATE UNIVERSITY

1. **TEAM PLAY:** The parties hereto agree that their respective SOFTBALL teams shall compete under the following terms and conditions:

February 21, 2023Ruston, LA6:00pm
2. **Eligibility:** The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions and the intercollegiate athletic 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 rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
3. **Game, Meet, Tournament Officials:** Officials shall be appointed by the CONFERENCE USA.
4. **Complimentary Tickets:** The home institution will provide to the visiting institution 25 complimentary tickets for each contest.
5. **Visiting Team Travel:** Unless mutually agreed to the contrary in the "Special Arrangements" section hereinbelow, the visiting team shall make all of its own travel arrangements and pay all associated expenses.
6. **Cancellation/Forfeiture:** It is agreed that \$5000.00 would be due as liquidated damages if one party breaches the contract.
7. **Financial Arrangements:** NA
8. **Special Arrangements:** NA
9. **Radio Rights:** With the consent of the home institution, the visiting team may designate one (1) radio station for broadcast to its home listening area with rights fees being waived. All other radio rights and fees are property of the home institution.
10. **Television Rights:** Rules of the Conference USA as detailed in the conference code book will apply.
11. **Event Management:** All aspects of event management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, etc., is the responsibility of the home institution.
12. **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.

13. **COVID 19:** Either party has the right to invoke force majeure and/or terminate the Agreement in the event that proceeding would be inconsistent with applicable national, state, or local health advisories and restrictions or either school's policies regarding business travel or attendance at large group gatherings, due to the global public health emergency caused by the novel coronavirus or its related illness, COVID-19. For the avoidance of doubt, a party declaring a force majeure event triggered by the new coronavirus or COVID-19 shall not be required to show that the event was unforeseeable.

It is further recognized that the COVID -19 financial impact may lead to reduction in total games allowed and/or other schedule changes dictated by the NCAA or various conferences. The right to invoke force majeure and terminate this agreement shall cover any direct or indirect schedule changes as a result of such action.

LOUISIANA TECH UNIVERSITY
By: 
Head Coach
By: 
Director of Athletics or Designee
Date: 9/21/22

LOUISIANA STATE UNIVERSITY
By: 
Head Coach
By: 
Director of Athletics or Designee
Date: 10/11/22

Please return one signed copy to:

Josh Taylor, Head Softball Coach
Louisiana Tech University Athletics
P. O. Box 3046
Ruston, LA 71272 or
Email to: mahaffey@latech.edu