



ATHLETICS AGREEMENT

This agreement ("Agreement") is entered into as of February 22, 2024 by and between NICHOLLS STATE UNIVERSITY ("Host") and Louisiana State University – Baton Rouge ("Visiting Team").

1. **TEAM PLAY:** The parties here to agree that their respective Softball teams shall compete under the following terms and conditions on the following date(s):

DAY	DATE	TIME	LOCATION
Tuesday	March 26, 2024	6:00 PM	Nicholls State University

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 Athletics Association ("NCAA"), the individual institutions and the intercollegiate athletics conferences to which each party is a member.
3. **OFFICIALS:** Contest officials will be assigned by and paid for by Host.
4. **COMPENSATION:** Host will compensate the Visiting Team a fee of N/A and no other shall be due or payable unless listed below. Guarantee payments will be made within 30 days following the contest.
Other compensation: N/A
5. **TICKETS:** Host will provide to the Visiting Team 25 complimentary tickets for team use. In addition, Host will make up to an additional TBD tickets available, with a final number of requested tickets due by March 16, 2024.
6. **RADIO RIGHTS:** The Visiting Team will designate one radio station for broadcast to its home listening area with rights fees being waived. All other radio rights and fees are property of Host.
7. **TELEVISION RIGHTS:** The television broadcast rights belong solely to Host and its contracted video distribution partners. Each team will be allowed to video the contest(s) for use in coaches' shows, highlight videos and any non-broadcast, non-commercial purpose. Host agrees to provide reasonable videographer access to contest(s). All video produced as a result of this Agreement shall be governed by intercollegiate conference rules. To the extent that the permission and/or approval of either or both partners is required by said rules or regulations for the origination of video provided herein, both schools hereby agree that such permission shall not be unreasonably withheld.
8. **CHANGE IN CLASSIFICATION:** This Agreement may be voided by Host if either party reclassifies to a different NCAA division, subdivision, or other NCAA classification(s) that are unforeseen at the time of the execution of this Agreement.
9. **SPECIAL ARRANGMENTS:** N/A
10. **CANCELLATION/FORFEITURE:** In the event an institution shall cancel or fail to appear for the contest(s) specified in this Agreement, the party so canceling or failing to appear shall reimburse the other

institution in the amount of \$5.000 , unless such cancellation/forfeiture is due an event or condition beyond the control of the institution.

11. **FORCE MAJEURE:** Neither party shall be considered in default of this Agreement for failure of its team to appear and participate for the specified contest(s) for reasons of fire, flood, earthquake, hurricane, or other natural distasters, national emergency, orders related to community health, war, hostilities, pandemic, cancelling/rescheduling of contest(s), rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority or athletic governing body, civil or military unrest, or other Acts of God and Nature or Acts of Common Enemy or failure of the State of Louisiana to appropriate funds sufficient to meet this obligation. Each party shall make reasonable attempts at trying to reschedule, relocate, etc. any contest(s) that is impacted by the above mentioned causes.
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 all arrangements as specified in this Agreement.

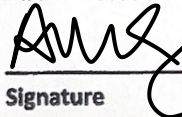
HOST

Nicholls State University

Name of Institution

Jonathan Terrell

Director of Athletics or designee

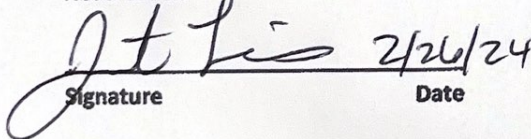


2/26/24

Signature

Date

Head Coach



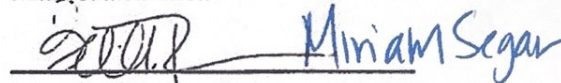
Signature

Date

VISITING TEAM

Louisiana State University

Name of Institution



Athletic Director or designee



Signature

Date

2/22/2024

Fed ID#