



SWIMMING AND DIVING GAME AGREEMENT

THIS AGREEMENT made and entered September 1, 2025 by and between Southern
(Date)
Methodist University ("SMU"), and Louisiana State University located in Baton Rouge,
Louisiana.

(Visiting Team)

1. Varsity men's and women's Swimming and Diving programs representing the two institutions shall compete against each other on the following date, time, and location:

Home Team: **SMU**

Visiting Team: **Louisiana State University**

Event: **SMU Classic**

Date: **October 10-11, 2025**

Time: **3:00pm and 10:00am**

Location: **Robson & Lindley Aquatics Center, Dallas, TX**

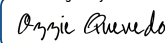
With respect to the meet, the Home Team shall have the right to change the starting time if necessary for the scheduling of any over-the-air and/or cable television broadcast of the game. The meet shall be governed in all respects, including player eligibility, by the rules of the National Collegiate Athletic Association, the rules of the conference to which each party belongs, and the institutional rules of each party.

2. The Visiting Team shall receive from the Home Team a guarantee amount of \$3,000.00 payable upon completion of the contest.
3. Upon the written request of the Visiting Team, the Home Team shall provide the Visiting Team not less than one (1) hour practice time on the day preceding the scheduled meet in the Robson & Lindley Aquatics Center, and an additional period of not less than one (1) hour practice time preceding the competition, on the day of the meet in Robson & Lindley Aquatics Center
4. The Home Team shall provide the Visiting Team with locker room facilities for meet times and practice times.
5. The Home Team shall own the radio broadcast rights to the meet; provided however, that the Visiting Team shall have rights to one free outlet for the live radio broadcast of the game by one (1) radio station or network situated in its home area, such station to be designated by the Visiting Team. Any receipts from the sale of such radio broadcasts shall be vested in the respective team.

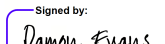
6. The Home Team shall own the over-the-air and/or cable, plus delayed television rights for the contest. In the event that the Home Team shall have assigned its rights of over-the-air and/or cable television to any entity and should said entity select the meet for broadcast on a national or regional basis, then the live broadcast of said meet will be in accordance with said assignment. Should said entity not select the meet for live broadcast on a regional or national basis, then that entity may broadcast the meet upon the consent of the Home Team.
7. Both parties shall have the right to use excerpts from said meet for use on highlights or coaches' television shows.
8. The officials for the game shall be assigned by Southern Methodist University.
9. If either party fails to comply with the terms and conditions of this Agreement, or unilaterally cancels the Agreement for any reason, the cancelling party agrees that it shall pay to the other the sum of \$3,000.00 as the cumulative liability of terminating party for all claims, demands, or actions. In no event will terminating party be liable for loss of profits, or incidental, special, exemplary, or consequential damages for terminating this Agreement. If the cancellation of any game is by mutual consent, then no moneys are owed to either party.
10. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such party's failure or delay is not due to the fault or negligence of the affected party and is caused by or results from acts or circumstances beyond the reasonable control of the affected party(ies) including, without limitation, acts of God or of the public enemy, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, infectious disease, including but not limited to COVID-19, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or telecommunication breakdown or power outage. The foregoing shall be subject to the affected party giving immediate notice to the other party that includes all relevant information with respect thereto.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the day and year first above written.

SOUTHERN METHODIST UNIVERSITY

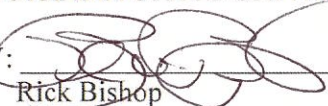
BY:  9/15/2025
Ozzie Quevedo
Women's Swimming Head Coach
Date

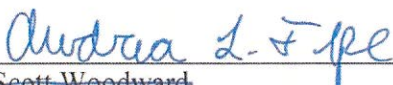
BY:  9/15/2025
Greg Rhodenbaugh
Men's Swimming Head Coach
Date

BY:  9/15/2025
Damon Evans
Director of Athletics
Date

DS
RM
Initial
BL

LOUISIANA STATE UNIVERSITY

BY:  09/11/2025
Rick Bishop
Swimming and Diving Head Coach
Date

BY:  9/10/25
Scott Woodward
Director of Athletics or Designee
Date
Andrea Tepe
Chief of staff