



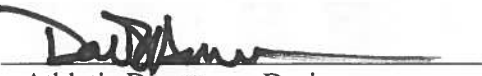
DIVISION 1 ATHLETIC CONTEST AGREEMENT

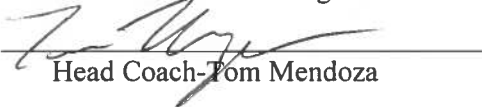
THIS AGREEMENT is entered into as of the 18th day of May, 2017, by and between HIGH POINT UNIVERSITY on behalf of the Department of Athletics and LOUISIANA STATE UNIVERSITY:

1. TEAM PLAY: The parties hereto agree that their respective varsity VOLLEYBALL team shall compete under the following terms and conditions:
2. **DATE: SEPTEMBER 8, 2017** **PLACE: MILLIS GYM** **TIME: 6:00 PM**
3. ELIGIBILITY: The eligibility of all participants in aforesaid contest shall be determined by and in accordance with the rules and regulations of the National Associations and of the Institutions and/or Athletic Conference to which each party belongs.
4. GAME OFFICIALS: Game officials shall be appointed by a duly recognized conference officer or, the appropriate administrative body for the particular sport involved. Expense for game officials shall be borne by the home team.
5. RADIO BROADCAST: The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: The HOME TEAM shall retain the revenue from and full control of radio rights, but with the understanding that the VISITING TEAM shall have one outlet free of charge and the revenue derived therefrom.
6. TELEVISION BROADCAST: The game(s) contracted for in this agreement may be televised ONLY with the mutual consent of the competing institutions.
7. COMPLIMENTARY TICKETS: Home Management agrees to provide 50 complimentary tickets to the visiting team/management.
8. EXIGENT CIRCUMSTANCES: Exigencies beyond the control of either party, acts of God and nature, shall constitute sufficient grounds for cancellation of this Agreement. If such cancellation is necessary, the party seeking cancellation shall notify the other party as soon as possible and gain mutual consent to cancel.
9. FORFEITURE CLAUSE: In the event that an institution shall cancel or fail to appear for the contest (s) specified in this Agreement (Article #2), the party so canceling or failing to appear, shall reimburse the other institution \$20,000.00 for costs and/or losses incurred as a direct result of the cancellation/forfeiture, unless such cancellation/forfeiture is due to an act of God or other event or condition beyond the control of the institution.
10. PROGRAMS/CONCESSIONS: HPU shall have the exclusive right to sell programs and operate concessions during this athletic event, and all income from these activities shall be the sole possession of HPU.
11. GOVERNING BODIES: Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
12. SPONSORSHIP RIGHTS: The visiting team recognizes the HPU has exclusive agreements with certain corporate sponsors which may prevent the visiting team from bringing certain products or items (excluding team apparel and shoes) into the athletic venue. The visiting team agrees to consult with HPU prior to the athletic event to ensure compliance.
13. UNENFORCEABLE CLAUSES: 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.
14. FAILURE TO PERFORM: No failure by either party to insist on the strict performance by the other of any term or condition of this agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this agreement, and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.

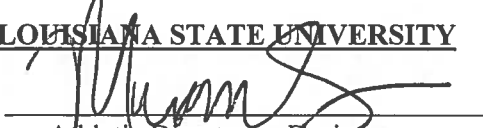
15. **GOVERNING LAW:** The agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, regardless of its place of execution. Any legal action arising under the agreement shall be brought in a court of competent jurisdiction in the State of North Carolina.
16. **WHOLE AGREEMENT:** This agreement is the whole agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of HPU and the visiting team.
17. **AUTHORIZED PERSONS:** The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.
18. **OTHER CONDITIONS:**

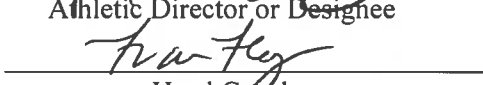
FOR: HIGH POINT UNIVERSITY

BY: 
Athletic Director or Designee

By: 
Head Coach-Tom Mendoza

FOR: LOUISIANA STATE UNIVERSITY

BY: 
Athletic Director or Designee

By: 
Head Coach

Office Phone: 336-841-4629 Cell Phone: 336-848-2275

Cell Phone: (225) 266-6307

PLEASE SIGN AND RETURN **ONE** COPY TO: Athletic Director
High Point University Drawer 9
One University Parkway
High Point, NC 27268