

VOLLEYBALL GAME AGREEMENT

THIS VOLLEYBALL GAME AGREEMENT ("Agreement") is made and entered into by and between RICE UNIVERSITY ("Rice") and Louisiana State University ("LSU").

The purpose of this Agreement is to formalize arrangements for a varsity women's volleyball tournament involving Rice and LSU.

THEREFORE, in consideration of the foregoing, the provisions and benefits outlined below, and for other good and valuable consideration, Rice and LSU agree as follows:

1. **Event**

Rice and LSU shall cause their varsity women's volleyball teams to play the other in a volleyball tournament in accordance with the terms of the agreement ("Game"). This tournament shall be held as follows:

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>
September 10-11, 2021	Tudor Fieldhouse, Houston, Texas	TBD
LSU will play Rice on Friday, September 10 at 6:00PM and against SHSU on Saturday, September 11 at 3:00PM		

2. **Rules and Regulations**

The Game shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") as in effect at the time of the Game.

3. **Eligibility of Team Members**

The eligibility for all student-athletes and athletics staff who are to participate in any Game under this Agreement shall be determined by, and in accordance with, the rules, regulations, policies and protocols of the respective conferences of the teams and the NCAA, including any COVID-19 or similar health related testing protocols. Specifically, the visiting team shall be required to meet or exceed the requirements of the home team's conference testing protocols then in effect, which protocols will be provided by the home team to the visiting team at least one week prior to the Game. In the event of a positive test result by any team member, including coaches and other athletics staff, such person will be isolated/quarantined, with contact tracing performed to determine other exposure risks. In addition, the other team shall be notified of the positive test result and the respective team physicians/trainers shall confer and coordinate with each other to determine how to proceed under the circumstances. Prior to entering the home team's facilities for a Game, the visiting team will be required to provide an affidavit certifying both the conduct and results of the testing protocols. In addition, the visiting team will be required to follow all Game day screening protocols then in effect. Finally, if a member of the visiting team travel party (players, coaches, managers, trainers, guests, etc.) should test positive within 48 hours after the Game, the team physician or head athletic trainer shall notify the other team to allow for proper isolation/quarantine and contact tracing.

4. **Officials**

Home team's conference shall assign officials for the Game. Home team shall be responsible for the expenses of the officials.

5. **Guarantee**

Rice shall provide LSU with 24 hotel rooms and 30 complimentary tickets to each match. Rice will return to play in a tournament at LSU during the 2022 season and will receive 24 hotel rooms and 30 complimentary tickets to each match.

6. Damages

If either Rice or LSU cancels, or otherwise elects for any reason not to participate in the Game, then the cancelling team shall pay the other team a total liquidated damage amount of Fifteen Thousand Dollars (\$15,000).

7. Force Majeure

If unforeseen or other events beyond the reasonable control of either Team (including, without limitation, acts of God, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions, governmental mandates, terrorist acts, strikes, civil unrest, or loss of public utilities) make the playing of the Game impossible or unsafe under the circumstances, the Game shall be cancelled and neither party shall be responsible to the other for any loss or damage. The party making the determination and invoking this provision shall do so only after consultation with and direction from its senior leadership and institutional crisis management team, and shall provide the other team notice of the underlying circumstances as soon as reasonably practicable. The cancellation of the Game under this Section shall not be deemed a breach of this Agreement, however, the parties shall use good faith reasonable efforts to reschedule the cancelled Game at a mutually agreeable date and time. The cancellation of a Game, or the inability to reschedule a Game, under this Section shall not affect the parties' respective obligations as to any other Game under this Agreement.

8. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9. Integration

This Agreement is the total agreement between Rice and LSU, superseding all prior agreements, if any. Any additions or modifications to this Agreement must be writing and signed by both Rice and LSU.

IN WITNESS WHEREOF, Rice and LSU have duly executed and delivered this Agreement as of the date first written above.

RICE UNIVERSITY

By: _____

Joe Karlgaard
Director of Intercollegiate Athletics

Date: _____

6/7/21

LOUISIANA STATE UNIVERSITY

By: _____

Scott Woodward
Director of Intercollegiate Athletics

Date: _____

6/17/2021