

**Marquette University
Department of Intercollegiate Athletics
Women's Volleyball Game Contract**

This Agreement is made between Marquette University ("Marquette") and Louisiana State University ("Visiting Team"), each a "Party" and together the "Parties."

RECITALS

Marquette and Visiting Team desire to schedule an intercollegiate game between their respective varsity women's volleyball teams ("Game").

TERMS

In consideration of the terms, conditions, covenants, and promises hereinafter contained, the Institutions mutually agree as follows:

1.0 Game Scheduled.

The women's varsity volleyball teams shall play at the Al McGuire Center, 770 N 12th Street, Milwaukee, Wisconsin, on the 10th of September 2022, at the "Game Time" listed below.

September 10, 2022

One (1) game

Visiting Team vs. Marquette

Game time – 1:00 pm cst

2.0 COVID-19 Health and Safety Protocols

2.1 For the two weeks immediately preceding the Game, Visiting Team members and all members of its traveling party will abide by all applicable and then-current state and local travel restrictions and traveler disclosure requirements in place in Wisconsin and in Milwaukee, County, or will secure a written exemption from governing public health authorities prior to traveling to Milwaukee, and will present the written exemption to Marquette prior to their arrival in Milwaukee.

2.2 Additionally, Visiting Team members and all members of its traveling party will comply with all applicable NCAA and BIG EAST Conference standards pertaining to COVID-19 protocols throughout the two week period immediately preceding the Game.

2.2.1 Visiting Team will provide a signed and written statement from its chief medical officer attesting that Visiting Team's members, and all members of its travel party, have complied with all applicable NCAA and BIG EAST standards pertaining to COVID-19 protocols throughout the two week period immediately preceding the Game.

2.3 Marquette's team members will comply with all applicable NCAA and BIG EAST Conference COVID-19 protocols throughout the two week period immediately preceding the Event.

2.4 Within 48 hours of the start of the Game, the Parties will provide to each other's athletic training staff proof of negative COVID-19 tests of all team members, and all members of its traveling party. If a Party fails to provide proof of negative COVID-19 for all team members and members of its traveling party, or a Visiting Team member or any member of its traveling party tests positive for COVID-19 the Party will be prohibited from playing the Game.

2.5 The Parties agree to revise section 2 as necessary to ensure it complies with all current and applicable NCAA and Big East COVID-19 health and safety protocols.

3.0 Financial Arrangements.

Marquette agrees to pay Visiting Team, as follows:

- \$2,700

4.0 Rules Governing Game.

The Game shall be governed by the eligibility and athletic rules of the National Collegiate Athletic Association (NCAA).

5.0 Officiating.

The officials for Game, shall be appointed by Marcia Alterman and paid by Marquette. There shall be three (3) officials.

6.0 Cancellation.

6.1 In the event that the NCAA, BIG EAST Conference, or state or local health officials prohibit any Event Game from being played due to COVID-19 concerns, the Parties may cancel this Agreement without penalty.

6.2 If a Party, for any reason other than those stated in subsection 6.1, fails to produce its team and play any of its Event Games at Game Time and at Game Site, or breaches any material clause of this Agreement, the Party responsible for the failure or breach agrees to pay to the non-responsible Party the SUM of \$5,000 as a forfeit within ten (10) days of the date on which the breach occurs.

6.3 In the event of Force Majeure, an act of God, or circumstances beyond the control and without the fault of either Party, neither Party will be responsible or liable for any failure or delay in the performance of its obligations hereunder.

7.0 Tickets. Marquette shall provide to Visiting Team 50 complimentary tickets. Visiting Team may contact the Marquette Ticket Office at 414-288-7127 for additional tickets.

8.0 Radio and Television Rights. Radio and television rights and income shall be retained by Marquette and/or the Big East Conference, if applicable, unless otherwise agreed upon in writing, in advance of the Game.

9.0 Insurance.

During the term of this Agreement, both Parties agree to individually maintain comprehensive general liability (CGL) insurance, equivalent self-insurance, or a combination thereof, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Further, both institutions agree to individually maintain Worker's Compensation insurance as required by law. Upon request, each institution agrees to provide to the other appropriate documentation of financial responsibility.

9.0 Indemnification.

To the extent permitted by law, each Institution agrees to hold the other Institution, its governing board, employees, and agents harmless from and against all liability, loss, damage, expense, or claims of any nature arising out of the conduct of Game and the transportation to and from Game.

10.0 Assignment.

The rights and responsibilities granted hereunder are not assignable or transferable.

11.0 Severability.

The parties understand and agree that should any provision of this Contract be declared by a tribunal of competent jurisdiction to be null and void, the remaining provisions of this Contract will remain in full force and effect.

12.0 Entire Agreement.

This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. This Contract may be amended at any time only in a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Wisconsin, which shall be the forum for any disputes arising from, or incident to, this Contract.

14.0 Notice.

Any notice to either Institution hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Marquette:

Department of Intercollegiate Athletics
Al McGuire Center
770 North 12th Street
Milwaukee, Wisconsin 53233

To Visiting Team:

Head Volleyball Coach
Intercollegiate Athletics
LSU
Baton Rouge, LA

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

15.0 Faxed/E-mailed Signatures. Any signed document transmitted by fax or e-mail shall be considered an original and shall have the binding and legal effect of an original document. The signature of any Party upon a faxed/e-mailed document shall be considered an original signature.

16.0 University Purchase Order. Any purchase order issued by Marquette in connection with this Contract is intended to establish payment authority for Marquette's internal accounting purposes. The terms and conditions of any such purchase order do not constitute a counteroffer, amendment, modification, revision, or

supplement to the terms of this Contract, and no term or condition of any such purchase order shall be part of this Contract. It is agreed, however, that any invoices not referencing a valid Marquette University Purchase Order Number for the amount invoiced will be rejected, and the total amount paid under this Contract may not be greater than the amount stated on the Marquette University Purchase Order(s) applicable to this Contract.

IN WITNESS WHEREOF, the authorized representatives of the parties execute this Agreement on this 26 day of May, 2022.

MARQUETTE UNIVERSITY:

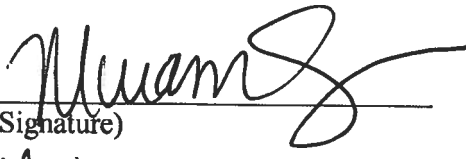
VISITING TEAM:

by 
(Signature)

Danielle Josetti
(Printed Name)

Volleyball Sport Administrator
(Title)


(Head Volleyball Coach Signature)

by 
(Signature)

Min'am Segar
(Printed Name)

Sr Associate AD
(Title)

Tonya Johnson