



VOLLEYBALL GAME AGREEMENT

THIS AGREEMENT is entered into as of the 12 day of February by BAYLOR UNIVERSITY and LOUISIANA STATE UNIVERSITY

WITNESSETH: That the parties listed agree that a contest between their teams shall be held in accordance with the following general conditions.

GAME DETAILS: The parties listed above mutually agree that their respective Volleyball teams shall compete in game(s) according to the terms of this agreement as set out below.

Date(s): Thursday, September 12th, Friday, September 13th, 2024

Home Team: Baylor University

Time(s): 9/12 7:00pm (vs. Baylor), 9/13 5:00pm (vs. Samford)

Site: Baylor University

Note: Baylor will travel to LSU to play in Fall of 2025

OFFICIALS: Officials for this contest(s) shall be assigned by Baylor University unless otherwise mutually agreed and with associated costs of officials paid by the Big 12 unless otherwise mutually agreed.

RULES AND ELIGIBILITY: The contest shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA.

Financial Considerations: None

Payment Date: N/A

Payment sent to (if applicable): N/A

Additional Considerations: N/A

TICKET ALLOCATION (if applicable): BAYLOR UNIVERSITY shall provide the visiting institution with the following complimentary admissions: 30 . Additional tickets may be made available for purchase by the VISITING TEAM upon request in quantities to be mutually determined.

RADIO, TELEVISION, AND INTERNET BROADCAST RIGHTS: The visiting team shall be allowed one (1) radio outlet for broadcast to its home listening area with rights fees being waived. All other radio, television and internet broadcast rights are the exclusive right of BAYLOR UNIVERSITY and subject to any existing media rights agreements with national broadcast cable or other networks. Exceptions to the ownership broadcast rights must be approved by BAYLOR UNIVERSITY prior to the game.

CANCELLATION/FORFEITURE: In the event that an institution shall cancel or fail to appear for game(s) specified in this agreement from circumstances within its direct control, the party so cancelling or failing to appear shall reimburse the other institution \$10,000 for costs and/or losses incurred. In the event that an institution's conference adjusts the conference game schedule that results in a conflict with the dates of this game agreement, a reasonable effort will be made by both parties to find an alternate date to reschedule the dates of this game agreement for the same competition season. If the dates of competition cannot be adjusted and agreed upon by both institutions, this game agreement may be cancelled without financial penalty to either institution.

FORCE MAJEURE: Neither party will incur any liability to the other if its performance is prevented, hindered, or delayed by causes beyond its reasonable control and without its fault or negligence. Causes beyond a party's control may include, but are not limited to; Acts of God, war, terrorist events, government authority, national or regional emergencies, manmade or natural disasters, extreme weather events, or epidemics and pandemics, or circumstances which make it impractical to the playing of any contest, or if the underlying event for which either University is traveling is cancelled, moved, or rescheduled for any reason due to no fault of the University. Upon invocation of this clause, payments previously made by one party to the other will be refunded in full up to the amount received. Cancellation of any contest under this paragraph shall not be deemed a breach of the contract. Notice of such cancellation shall be given as soon as possible. In the event the contest is one of a series of contests between BAYLOR UNIVERSITY and LOUISIANA STATE UNIVERSITY, one or more of which have already been contested, the parties agree to act reasonably in an attempt to reschedule the cancelled contest.

CONTROLLING LAW, FORUM SELECTION, MODIFICATION: This agreement shall be construed in accordance with the laws of the State of Texas. In the event a dispute arises involving this agreement and the parties cannot resolve the dispute informally, the proper venue for any litigation shall be a state district court in McLennan County, Texas. This agreement may only be modified in writing, signed by a representative of both parties.

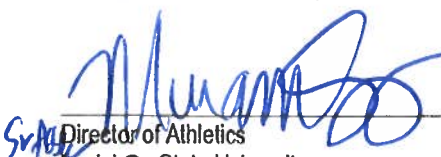
EXECUTION OF THIS AGREEMENT: Each of the persons executing this agreement, on behalf of his/her respective institution, hereby warrants that they are duly authorized to obligate his/her Institution into arrangements as specified in this agreement.



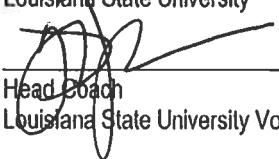
Sr Associate AD | Financial Services Date
Baylor University 2/19/24



Head Coach 2/12/2024
Baylor University Volleyball Date



Sr Associate Director of Athletics Date
Louisiana State University 2/23/24



Head Coach 2/21/24
Louisiana State University Volleyball Date

ATTEST: 

Jill Perry
Assistant Secretary