

ATHLETIC COMPETITION AGREEMENT

THIS AGREEMENT is dated 06/10/17 and is by and between Liberty University, Inc. and **Louisiana State University**. The parties agree as follows:

1. Event(s). Each party shall cause their respective **Women's Soccer** teams to compete in Lynchburg, VA at the following venue, date, and time (the "Event(s)");

Venue: Osborne Stadium, Lynchburg, Virginia
Date/Time: August 23, 2018. 6pm

2. Financial Considerations. The financial considerations will be: N/A

3. No-Show. Except as otherwise provided for in Section 9 of this Agreement, the parties agree that if either party fails to cause its team to play in the Event(s), the other party will suffer damages that will be difficult to calculate with certainty. Accordingly, if a party fails to cause its team to play at an Event, that party shall pay the other party the sum of \$3,000.00 as liquidated damages, within one week of Event. The parties agree that the amount to be paid hereunder as liquidated damages is not intended as a penalty, and is a reasonable advance estimate of projected damages.

4. Officials. The officials for the Event(s) will be assigned by the home team's athletic conference, and the expenses of such officials will be paid by the home team for the Event.

5. Athlete Eligibility. Each party shall ensure that its athletes participating in the Event(s) will be eligible under the rules of the National Collegiate Athletic Association (NCAA) and the respective athletic conferences of the participating teams.

6. Radio and Television Rights. Radio and television rights to the Event(s) will be retained by the home team. These rights are broadly construed to include broadcast, cable, satellite, internet streaming and all other methods of delivery of sound and images of the Events.

7. Complimentary Tickets. N/A.

8. Early Termination. This Agreement may be terminated by either party during the term of this contract if the terminating party accepts an invitation to a new athletic conference and the new conference's scheduling rules require schedule changes to accommodate conference opponents for an athletic season that includes the Event(s) that are the subject to this Agreement.

9. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, governmental restrictions, civil unrest, and inclement weather. If any event of force majeure occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event of force majeure. Additionally, in the event of a national crisis or localized tragedy that would make it impossible or impractical to complete the agreed upon Event, the parties may mutually agree to invoke this provision without either party being in breach or paying liquidated damages. Notwithstanding the foregoing, either party may terminate this Agreement in the event that a delay due to an event of force majeure continues for a period of sixty (60) uninterrupted days. The parties agree that if an Event is cancelled under this section, the parties will make reasonable efforts to reschedule that Event within the same athletic season as the cancelled Event.

LIBERTY UNIVERSITY, INC.

Signed: _____

R Walker

Digitally signed by Rita Walker
Date: 2017.06.13 15:04:12
+04'00'

Procurement & Contract Administration

Date: 6/13/17

Signed: _____

[Signature]
Director of Athletics

Date: 6/8/17

Louisiana State University

Signed: _____

[Signature]

Athletic Director

Date: 10/3/2017

Signed: _____

[Signature]
Head Coach

Date: 10/3/17

PLEASE RETURN ONE COPY VIA EMAIL, FAX, OR MAIL TO:

Matthew Staton, Asst. AD Event Management

Liberty University Athletics · 1971 University Blvd. · Lynchburg VA 24515

(P) 434-582-2100 · (F) 434-582-2205 · mdstaton@liberty.edu