



Stephen F. Austin State University Department of Intercollegiate Athletics



This Official Game Contract (the "Agreement"), is entered into on this 1st day of June, 2021, by and between **Stephen F. Austin State University**, an entity of the State of Texas, and **Louisiana State University** who mutually agree that an intercollegiate athletic contest(s) between their respective **Soccer** teams shall be held in accordance with the following conditions:

1. **Contest details:**

Game #1 Site: SFA **Date: Saturday, August 14, 2021** **Time: 3:00 PM (Exhibition Match)**
Game #2 Site: LSU **Date: Thursday, August 18, 2022** **Time: TBD**

2. **Definitions:**

"SFA" as used in this agreement shall be Stephen F. Austin State University.

"LSU" as used in this agreement shall be Louisiana State University.

3. **Eligibility:** Said contest(s) shall be governed in all respects, including eligibility of the participants and the number of participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the Host Team's athletic conference or any conference or association to which either or both parties are members.

4. The financial considerations (guarantee) to the Visiting Team: **\$ 0**.

5. All rights including, but not limited to radio, television and webcam are to be retained and owned exclusively by the Host team. Visiting Team shall be allowed one free outlet for the live radio broadcast of the game by the Visiting Team's radio affiliate if applicable. Television rights will be governed by existing/future agreements between the Host Team and the Host Team's athletic conference. In the absence of such agreements, the Host Team shall control all television rights, and any Visiting Team telecast shall be approved by the Host Team in a separate agreement.

6. Ticket prices shall be set by the Host Team. The Visiting Team shall be allowed **0** complimentary tickets and shall be permitted to purchase additional tickets, if available. The proceeds from all ticket sales, concessions and programs shall belong to the Host Team.

7. Officials shall be assigned by the **Host Team's athletic conference** official assignor and the expenses for said officials shall be paid by the Host Team.

8. Neither party will be responsible to the other for losses resulting from the failure to perform any term or provisions of this Agreement, if the party's failure to perform is attributable to acts of war, riot, strike, civil disorder, or other work stoppage, fire, flood, acts of God, pandemic or other local, state or national health emergency, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

9. The parties agree that the actual damages that might be sustained by reason of a material breach by one of the parties is uncertain and would be difficult to determine, and it is further agreed that the sum of **\$5,000** would be reasonable compensation for such breach, and the breaching party hereby agrees to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach.

10. This document constitutes the sole and entire agreement between the parties. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing. This agreement is not assignable without express written agreement of both parties.

11. The Visiting Team for each game covered by this Agreement hereby authorizes the Host Team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such game to use) the trademarks and logos of the Visiting Team and the names and likenesses of the Visiting Team's individual players, participants, and coaches to promote and publicize such game and the participating teams and institutions, provided that such trademarks, logos, names, and likenesses must not be used as an endorsement of any product or service in any manner prohibited by applicable NCAA rules and regulations. The Visiting Team for each game warrants to the Host Team and its conference that the Visiting Team has obtained (i) the consent of the individual players, participants, and coaches of the Visiting Team to participate in such game with the knowledge that it may be televised or otherwise distributed (on a live/or delayed basis) in various media, and (ii) the right to license the use of the names and likenesses of individual players and coaches for the purposes set forth in this clause.

SIGNED:

Stephen F. Austin State University

By: _____
Title: Director of Athletics
Date: June 01, 2021

E-SIGNED by Ryan Ivey
on 2021-06-01 10:18:54 CDT

Louisiana State University

By: _____
Title: Head Coach
Date: June 05, 2021

E-SIGNED by Sian Hudson
on 2021-06-05 07:44:51 CDT

If University is not using OneSpan for electronic signature, please sign and return one copy to:
Athletic Director, Stephen F. Austin State University, P.O. Box 13010, Nacogdoches, TX 75962 or email to Erica.Rodriguez@sfasu.edu.