



WOMEN'S SOCCER MATCH AGREEMENT

THIS WOMEN'S SOCCER MATCH AGREEMENT (this "Agreement") is made and entered into as of July 5, 2021 by and between the Arizona Board of Regents for and on behalf of Arizona State University and its Department of Sun Devil Athletics ("ASU") and Louisiana State University ("LSU").

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Playing Date(s). The parties agree that LSU's Women's Soccer team will play two Soccer games to be held on the dates and at the locations set forth below:

<u>Date</u>	<u>Location</u>	<u>Home Team / Visiting Team</u>	<u>Start Time</u>
September 2, 2021	Arizona State University – Sun Devil Soccer Stadium	Sun Devil Classic – UA/LSU	1:00 PM
September 5, 2021	Arizona State University – Sun Devil Soccer Stadium	Sun Devil Classic - ASU/LSU	2:00 PM

The right to change the time of the match as required by national or regional television broadcast of the games is reserved by ASU pursuant to Section 6 hereof.

2. Compensation. For and in consideration of the participation of LSU's team in the above described match, the parties agree upon the following financial arrangements: None

3. Cheerleaders and Band Members. If applicable, the cheerleaders and mascots of each team will be admitted to each match free of charge provided they are in uniform.

4. Expenses. Except as otherwise provided in this Agreement, LSU will be responsible for defraying any and all of its own costs related to its participation in the games, including but not limited to, transportation, meals and lodging.

5. Media Rights. Radio and television rights will be retained by ASU and/or the Pac-12 Conference. LSU will be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio and satellite radio broadcast by LSU's flagship station and additional terrestrial distribution on LSU's regional network of terrestrial radio stations. ASU will not be required to make any alteration to or expansion of existing facilities in its home stadium for the purposes of this Agreement.

6. Officials. Match officials shall be assigned by ASU (or the Pac-12 Conference). The costs for the officials of each match will be the responsibility of ASU.

7. Rules. Each match will be governed in all respects, including the eligibility of the players, by the rules of the National Collegiate Athletic Association (NCAA) in effect on the date of the match, the rules and regulations of the respective intercollegiate conferences of ASU and LSU and the institutional rules of ASU and LSU in effect on the date of the match.

8. Cancellation. The parties agree that if one party cancels, forfeits, unilaterally delays or postpones, or fails to appear at, either of the above described matches (these and similar actions hereafter referred to as "Cancel"), actual damages — including those relating to public relations, radio and television broadcasts, lost profits, and other consequential damages — would be difficult or impossible to calculate. The parties further agree that processes, including litigation, to determine damages would be both unnecessarily expensive and time-consuming. Therefore, the parties agree that if one party Cancels (hereafter, the "Canceling Party") any match or games, the Canceling Party will pay as liquidated damages to the other party \$10,000 for each canceled match, to be paid no later than thirty (30) days following the scheduled date for the match. Moreover, the Canceling Party shall not be entitled to any guaranteed payment, and it shall pay all attorneys' fees and/or collection costs the other party incurs in collecting the liquidated damages to the extent awarded by a court of competent jurisdiction.

Notwithstanding anything else in this Agreement, a party may Cancel any match if the Canceling Party Cancels because of: (i) a Force Majeure Event; (ii) the failure of either party to meet COVID-19 or other medical testing requirements or safety precautions imposed by the NCAA, conferences (including the Pac-12 Conference Return To Play And Testing Summary, a copy of which will be provided to LSU 30 days before the match), government authorities, or either of the parties in advance of each match; (iii) a COVID-19-related

quarantine or other pandemic-related restriction on the Canceling Party's ability to travel or participate in the match, including without limitation, if a significant number of the Canceling Party's team tests positive for COVID-19; (iv) a change in conference scheduling of the Canceling Party that requires the Canceling Party to reduce the number of non-conference Women's Soccer matches during a season in which a match is scheduled, which the Canceling Party communicates to the other party no later than 1 months prior to each respective match; or (v) a mutual agreement in writing by the parties to Cancel a match or the games. If a party Cancels a match pursuant to Subsections (i) through (iv) of this Section 9, the Canceling Party will not owe or be entitled to any guaranteed payment under Section 2 or liquidated damages under this Section 9, nor will the Canceling Party be responsible for any other actual damages due to the Canceled match. The Cancellation of any match will not affect the remainder of this Agreement, which will remain in effect, including the obligation to play any remaining games specified in Section 1 of this Agreement; provided, however, that Cancellations for the reasons listed above in Subsection (iv) must apply to both games (or, if one of the games has already been played, the parties agree to schedule the remaining match in another year on a mutually agreeable date).

For purposes of this Agreement, a "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that may disrupt the operations of a party's campus or facility.

9. Authority. Each party acknowledges that it has read and freely signed this Agreement. The individuals executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

10. Entire Agreement; Waiver. This Agreement represents the entire agreement between the parties pertaining to the matters referred to herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties relating to the subject matter hereof. No amendment, modification, supplement or waiver of any obligations under this Agreement shall be binding unless set forth in a writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

11. Assignment; Severability. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; any purported assignment without that consent is void *ab initio*. Any provisions of this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

12. Relationship of the Parties. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between the parties for any purpose whatsoever. Neither party shall have, or hold itself out as having, power or authority to bind or create liability for the other by its negligent or intentional act or omission.

13. Notices. All notices, consents, requests, demands or other communications between the parties must be given in writing and shall be effective for all purposes upon receipt in the case of: (i) personal delivery; (ii) delivery by messenger or overnight carrier; (iii) delivery by U.S. first class certified or registered mail, postage prepaid; or (iv) transmittal by facsimile, to the last known addresses or facsimile numbers of the parties, with confirmation of receipt. Either party may change its address or facsimile number by written notice to the other party in any manner set forth in this Section.

Notices to ASU:

Arizona State University
Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505
Attention: Director of Sun Devil Athletics
Fax: (480) 965-8219

Notices to LSU:

LSU Athletics
Administration Building
Baton Rouge, LA 70803
Attention: Dan Gaston
Email: dgaston@lsu.edu

14. State of Arizona Provisions.

a. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.

b. Conflict of Interest. ASU's participation in this Agreement is subject to Arizona Revised Statutes ("A.R.S.") Section 38-511, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating,

securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

c. Notice of Arbitration Statutes. Notice is given of A.R.S. Sections 12-1518 and 12-133.

d. Failure of Legislature to appropriate. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to LSU and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and photocopy, facsimile, electronic and other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**THE ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

Louisiana State University

Natesh Rao

Dan Gaston

PRINT NAME

PRINT NAME

DocuSigned by:

Natesh Rao

DocuSigned by:

Dan Gaston

SIGNATURE

SIGNATURE

July 27, 2021

July 26, 2021

DATE

DATE

Senior Associate AD

Senior Associate AD

TITLE

TITLE

DS
SH

Home/ASU Head Coach Initial

DS
SH

Visiting/LSU Head Coach Initial

PLEASE SIGN WHERE INDICATED. ASU REPRESENTATIVES WILL BE NOTIFIED THROUGH THE SIGNING SOFTWARE