



AIR FORCE ACADEMY ATHLETIC CORPORATION

2168 Field House Dr, USAF Academy, CO 80840

GAME COMPETITION AGREEMENT

This Athletic Competition Agreement ("AGREEMENT") is entered in by and between the **Air Force Academy Athletic Corporation** ("AFAAC") on behalf of **The Air Force Academy Athletic Department** ("USAFA or HOME TEAM") and **Louisiana State University** ("VISITING TEAM") to set forth the terms and conditions under which the following athletic contest(s) ("GAME") between their varsity **Women's Soccer** teams will be held.

DATE: 08/12/2023

HOME TEAM: Air Force

GAME(s): 1

LOCATION: U.S. Air Force Academy

1. **Rules:** The GAME shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") and the Institutional / Conference rules of the HOME TEAM as in effect at the time of the GAME.
2. **Officials:** HOME TEAM shall be responsible for assignment, expenses and payment associated with officials.
3. **Financial Agreement:** The AFAAC shall compensate the VISITING TEAM **\$0.00** as full and complete compensation within thirty (30) calendar days of the GAME.
4. **Visiting Team Travel / Lodging and Other Accommodations:** The VISITING TEAM shall make all its own travel arrangements and pay all associated expenses.
5. **Tickets:** The AFAAC shall provide the VISITING TEAM no tickets.
6. **Cancellation/Forfeiture:** In the event that a Party shall cancel or fail to appear for the contest specified in the Agreement, the party so cancelling or failing to appear shall pay the sum of **\$0.00** to the other institution for cost and/or losses incurred as a direct result of the cancellation/forfeiture, unless such cancellation/forfeiture is due to an act of God, National Defense Emergency, or other event or condition beyond the control of the institution. Should either party to this Agreement fail to maintain or voluntarily change their current NCAA or membership status, they shall notify the opposing party within 10 days of knowledge of the change of status. The opposing party shall have the right to cancel this Agreement at no cost within 30 days of official notification of the change in status. In the event the non-offending party exercises this right of termination, the offending party shall be responsible for paying the cancellation fee listed above. This fee is payable 60 days after termination or failure to appear for said contest.
7. **Game Management:**
 - a. **Home Team Management.** The HOME TEAM shall be responsible for managing the GAME at its own cost. This shall include but not be limited to the procurement of the facility, assignment, expenses and payment associated with officials, arranging for and conducting ticket sales, advertising, security, and all the other details customarily associated with hosting an intercollegiate event, along with paying all expenses associated therewith, except for the expenses of the VISITING TEAM not explicitly set forth in Sections 5-7 of this AGREEMENT.
 - b. **Revenue.** The AFAAC shall retain all revenue associated with each GAME unless otherwise set forth in this AGREEMENT.



AIR FORCE ACADEMY ATHLETIC CORPORATION

2168 Field House Dr, USAF Academy, CO 80840

- c. **COVID-19 Testing.** Visiting team will participate in COVID-19 testing in accordance with NCAA prescribed standards or Conference standards if established. COVID-19 testing process will be coordinated between the Home and Visiting team athletic trainers one week prior to the scheduled competition.

- 8. **Force Majeure:** The term “Force Majeure Event” shall mean any one or more of the following: fire, earthquake, flood, tornado, hurricane, blizzard, or other such weather-related event, act of God, epidemic, pandemic or other outbreak of disease or illness (including, without limitation, outbreak of the disease designated as COVID-19 or the related virus designated SARS-CoV-2, also known as the “coronavirus”), including quarantines, stay-at-home orders, curtailment of travel or transportation facilities, or other similar cause, hostilities, civil disorder, riot, insurrection, rebellion, act of terrorism or a credible threat thereof, declaration of war, confiscation by order of the government, military of public authority or governmental authority, national, state or local emergencies, strike, lockout or other labor dispute, change in law, ordinance, rule or regulation, or other occurrence or condition of a like nature beyond the reasonable control of a party whose performance is affected, or any law, ordinance, rule, regulation, order, decision or directive of any public or military authority stemming from the existence of any of the foregoing or stemming from public health and safety concerns, including prohibitions, restrictions or game scheduling requirements issued by the respective Team’s Conferences or the NCAA, any of the foregoing of which makes it illegal, impossible or impractical to play a Game.

Notice of a Force Majeure Event shall be given as soon as possible by a party whose performance under this AGREEMENT is affected to the other party. In the event any Force Majeure Event prevents a Team from participating in a Game, then the parties will use reasonable efforts to reschedule the affected Game, if feasible, to a mutually agreed upon date. In the event that a mutually agreeable date for the affected Game cannot be determined, then both parties shall be relieved of any and all obligations of this AGREEMENT pertaining to the affected Game only and the parties shall have no further obligations with respect to the affected Game, provided, however, that the obligations of the parties with respect to any future Games hereunder shall remain in full force and effect. A failure to play an affected Game due to the aforementioned circumstances shall not constitute a breach of this AGREEMENT. In no event shall the parties be entitled to receive any compensation or damages of any nature whatsoever (including, without limitation, consequential, direct, or indirect damages) if a Game is cancelled or this AGREEMENT is terminated due to a Force Majeure Event.

The parties acknowledge and agree that if any order, regulation, recommendation, or similar proclamation by any applicable governmental authority having jurisdiction over the venue there a Game is scheduled to be played that is in effect as of the date of a Game which restricts, limits or affects any aspects of the applicable Game (by way of example only and not in limitation, the number of attendees, the time duration of a social gathering, the ability to sell or distribute food and beverages, etc.), the obligations of the parties under this AGREEMENT with respect to such restricted aspects shall be modified in accordance therewith and such modification shall not constitute a default by any party hereunder.

- 9. **Modification:** This AGREEMENT may only be modified by a writing signed by authorized representatives of both parties.



AIR FORCE ACADEMY ATHLETIC CORPORATION

2168 Field House Dr, USAF Academy, CO 80840

- 10. Severability:** In the event any provision of this AGREEMENT is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 11. Freedom of Information Act (FOIA):** Party acknowledges that the Air Force Academy Athletic Corporation (AFAAC) is a Colorado nonprofit corporation and a nonprofit entity under 26 U.S.C. § 501(c) (3). The AFAAC is not subject to FAR disclosure requirements and is not considered a government agency for the purposes of FOIA; therefore, the AFAAC is not subject to FOIA or state open records laws. Party will notify the AFAAC Fifteen (15) calendar days prior to release of any information subject to this Agreement. The AFAAC retains the right to disallow release of sensitive information.
- 12. Notice:** Any notice required under this AGREEMENT from one party to the other shall be given in writing and addressed to the following:

AFAAC:

Jacob Wilson
Procurement Director
Air Force Academy Athletic Corporation
2168 Field House Drive
USAF Academy, CO 80840
Jacob.Wilson@airforceathletics.org

VISITING TEAM:

Dan Gaston
Senior Associate Athletic Director
Louisiana State University
dgaston@lsu.edu

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on the dates shown below.

AFAAC/ USAFA APPROVED:

Jacob Wilson

Signed: Thursday, April 13, 2023

Jacob Wilson, Procurement Director

VISITING TEAM APPROVED:

Daniel Gaston

Signed: Thursday, April 13, 2023

Dan Gaston, Senior Associate Athletic Director

Shondell Reed

Signed: Thursday, January 26, 2023

Shondell Reed, Senior Associate Athletic Director