

ATHLETIC EVENT CONTRACT TEMPLATE

This Agreement is between the University of Louisiana at Monroe (ULM), a member of the Sunbelt Conference, and _____ (**VISITING UNIVERSITY**), a member of the _____ Conference. For and in consideration of the mutual commitments and covenants contained in this agreement (Agreement), these parties agree to the following;

I. PURPOSE

The purpose of this Agreement is to confirm the arrangements made for holding an athletic event between ULM and **VISITING UNIVERSITY**.

II. EVENT

ULM and **VISITING UNIVERSITY** agree that their respective varsity _____ teams will meet on the following date, in the city and facility indicated, and compete against each other in the sport of _____.

DATE:

LOCATION:

_____ (FACILITY NAME)

_____ (TIME)

_____ (CITY, STATE)

III. ELIGIBILITY AND RULES

The eligibility of all players designated to participate on such date shall be determined by the rules and regulations of the respective conferences and the National Collegiate Athletic Association (NCAA) in effect at the time of the event.

IV. OFFICIALS

Officials will be designated by the **Sunbelt Conference**.

V. COMPENSATION

ULM agrees to pay **VISITING UNIVERSITY** a sum of _____ (\$ _____) for playing in the _____ game. Such payment will be made on or before _____.

The rights to any income derived from all associated event activities including, without limitation, television or other video broadcasts, sponsorships, concessions, programs, souvenirs, soft goods, parking, and any other forms of revenue associated with this athletic event belong entirely to **ULM**. **VISITING UNIVERSITY** will be allotted _____ (____) tickets, to be delivered prior to the athletic event at a time and location as mutually agreed upon.

Initials of ULM representative _____

Initials of **VISITING UNIVERSITY** representative _____

VI. DAMAGES

If this agreement is breached by either party for failure to appear and participate in the event provided for in this Agreement, the breaching party shall pay to the non-breaching party liquidated damages in the amount of _____ (\$ _____), to be paid by _____, _____. The non-breaching party shall be relieved of all other obligations under this agreement. The parties agree that it is difficult to predict attendance, revenues, costs, and expenditures for any event, so this sum reasonably represents the damages caused as a result of failure to appear.

Neither party shall be considered in default of this Agreement for failure of its football team to appear and participate in the above games for extraordinary events beyond the reasonable control of either party.

VII. RADIO

Contracting for the sale of radio broadcasting rights shall be the right of **ULM**, and **ULM** will receive all receipts from such contracts. However, **VISITING UNIVERSITY** has the right to designate a single radio station or radio network to carry a live broadcast of the games played pursuant to this agreement without incurring an obligation to pay rights fees to **ULM**. **VISITING UNIVERSITY** retain revenues from its own broadcast permitted under this paragraph. A single station or radio network may be designated only if it and all stations within its network have or will carry fifty percent (50%) of more of the varsity _____ games being played by **VISITING UNIVERSITY** during the season for which this event is to occur. A radio network, for the purpose of this agreement, is defined as an alignment of one or more stations. Neither institution is allowed to its licensees or rights holders to grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not broadcast fifty percent (50%) or more of the _____ games during the regular season. However, **VISITING UNIVERSITY**, in its discretion, shall have the right to allow a noncommercial student operated radio station affiliated with **VISITING UNIVERSITY** to broadcast within its customary broadcast area any games played pursuant to this Agreement.

VIII. TELEVISION

All live and delayed television or other radio broadcasts (or portions thereof) of the games under this Agreement by any and all forms of transmission or distribution that now exists or may be developed in the future and any related revenue will be retained by **ULM**.

IX. TICKETS

Ticket prices will be established by **ULM**. **ULM** will provide **VISITING UNIVERSITY** bench passes permitted by NCAA and Sunbelt Conference rules for necessary coaches and team support personnel and parking passes for one (1) truck, four (4) four buses, and four (4) automobiles. **VISITING UNIVERSITY** will be allotted tickets for its followers, to be designated and located as follows:

- a. **ULM** will provide a minimum of _____ tickets to the game, for purchase by **VISITING UNIVERSITY**. Any unsold tickets will be returned to **ULM** on or before _____, _____, except that up to _____ (_____) unsold tickets can be returned up to ninety-six (96) hours prior to the game. Any tickets held beyond these stated deadlines will be considered purchased by **VISITING UNIVERSITY**. Payment for **VISITING UNIVERSITY** tickets will be deducted from the compensation specified in paragraph V. of this Agreement.

Initials of ULM representative _____
 Initials of **VISITING UNIVERSITY** representative _____

- b. **VISITING UNIVERSITY** will pay full-price for each of the tickets it sells, except for _____ (_____) that will be deemed complimentary. The band, if any, will be located in, and must use, seats and tickets from those arranged by **VISITING UNIVERSITY**.
- c. All game workers will be admitted free of charge and such admissions will not be regarded as complimentary under paragraph IX b of this Agreement. Game workers is defined as individuals who have a specific and necessary duty to perform at the game and who do not occupy saleable seats. The total number of game workers is limited to _____(_____).

X. OTHER PROVISIONS

- a. This contract is the total agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, representations, and understanding relating to the subject matter.
- b. Any additions, modifications, waivers, or changes must be submitted in writing and signed by the authorized representatives of both parties. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of such provision as to any other instance. Any waiver granted will apply solely to the specific provision and instance expressly stated.
- c. No employee of either party or third-party agent or representative has been paid or will be paid or provided a fee or any incentive relative to the event referenced in this agreement.
- d. By executing this Agreement, the undersigned parties represent and warrant that they are authorized to act on behalf of the educational institution they represent and that the terms of this Agreement shall bind each institution.
- e. This Agreement is not assignable, in whole or in part, by either party without the prior written consent of the other party.
- f. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the parties to this Agreement.
- g. The provisions of this Agreement are not for the benefit of any third party and are not enforceable by any third party.
- h. This Agreement is not a waiver of any right or remedy otherwise available to either party.

(Remainder of this page intentionally blank)

Initials of ULM representative _____
 Initials of **VISITING UNIVERSITY** representative _____

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates as set forth below.

UNIVERSITY OF LOUISIANA at MONROE	_____
	(VISITING UNIVERSITY)
_____	_____
(NAME & TITLE OF AUTHORIZED REPRESENTATIVE)	(NAME & TITLE OF AUTHORIZED REPRESENTATIVE)
_____	_____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)	(SIGNATURE OF AUTHORIZED REPRESENTATIVE)
_____	_____
(DATE SIGNED)	(DATE SIGNED)
72-6001695	_____
(FEDERAL TAX IDENTIFICATION NUMBER)	(FEDERAL TAX IDENTIFICATION NUMBER)
_____	_____
(NAME OF WITNESS TO AUTHORIZED SIGNATURE)	(NAME OF WITNESS TO AUTHORIZED SIGNATURE)
_____	_____
(WITNESS SIGNATURE)	(WITNESS SIGNATURE)

Initials of ULM representative _____
Initials of **VISITING UNIVERSITY** representative _____