

BEACH

ATHLETICS

Long Beach State Athletics Team Event Agreement

This Agreement is made and entered by and between **California State University, Long Beach** ("Long Beach State") and **University of Idaho** ("Visiting Team") regarding the "Event" described herein.

1. Event - Sport: **Women's Basketball**
Date: **December 9, 2021**

Event Site: **Walter Pyramid, Long Beach**
Time: **7pm**

2. The officials for this event will be assigned by the Big West Conference.

3. The Event shall be governed in all respects, including the eligibility of participants, by the rules and regulations of the National Collegiate Athletic Association.

3a. Long Beach State's current COVID-19 Testing Protocols that must followed for participation in this Event will be sent by Long Beach State personnel in the coming weeks. In the event that either the NCAA and/or the Big West conference issue a change to testing protocols, Long Beach State will send an Addendum to this Agreement, called a "Testing Protocol Addendum," that will be incorporated by this reference in this Agreement. Such Testing Protocol Addendum will be consistent with the protocols approved by the NCAA and/or the Big West conference, as well as the appropriate Local Health Authority (whether that is Long Beach Department of Health and Human Services or the Los Angeles County Department of Public Health).

4. All broadcasts of games are subject to rights designated by the home institution. Any variation from the home institutions' broadcast rights must be agreed to in writing prior to the Event.

5. Financial arrangements:

Tickets - Visiting Team shall be allowed to request up to **40** complimentary tickets to the Event.

6. Other arrangements: Long Beach State will play a return game at Visiting Team's home in the 2022-23 season.

7. This agreement may be modified or canceled upon the written, mutual consent of the Parties. In the case of cancellation without mutual consent, the Party that cancels or fails to perform shall pay to the non-cancelling Party the sum of **\$10,000**, as liquidated damages and not a penalty, which represents the non-cancelling Party's reasonable expenses resulting from the cancellation.

8. Force Majeure

(a) No party shall be liable or responsible to the other party, nor deemed to have faulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) tornado, haboob, drought, flood, fire, earthquake, explosion; (c) war, invasion, hostilities, (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any government authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond reasonable control of the Impacted Party.

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(b) The Parties acknowledge that the future impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, prevent hinder, or delay a Party from performing its obligations under this Contract, the Party whose performance is affected may invoke the Force Majeure clause of this Contract and be relieved of its performance obligations hereunder to the extent permitted by section (a) above, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Contract.

Long Beach State

Andy Fee 8/18/2021
Signature Date

Andy Fee, Executive Director of Athletics
Name & Title

Signature Date

Timothy Vink, Contractual Services
Name & Title

Visiting Team

Signature Date

Name & Title

Signature Date

Name & Title

EMS# 329416

MH

NC

PLEASE RETURN ONE COPY OF THIS AGREEMENT TO:
LBSU Game Contracts • LBSU-GameContracts@csulb.edu • (562) 985-8663
Please visit our web site at www.longbeachstate.com for Visitor Information.
Parking permits will be sent under separate cover.