



**California State University, Northridge
Department of Athletics- Multiple Game Events Agreement**

THIS AGREEMENT is made and entered by and between California State University, Northridge and
University of Idaho ("Visiting Institution")

Sport: Women's Basketball

Date: December 21st, 2024 **Time:** 2pm

Event Site: California State University, Northridge

Date: 2025-26 Season **Time:** TBD

Event Site: University of Idaho

- 1. Guarantees and Financial Arrangements:** N/A
- 2. Governance:** The contests shall be governed in all respects, including the eligibility of participants, by the rules and regulations of the National Collegiate Athletic Association, or any conference or association to which either of the Parties may be affiliated with as in effect at the time of the contests.
- 3. Officials:** The officials for these events shall be assigned by the Home Team's Conference.
- 4. Complimentary Tickets:** The Visiting Institution shall be allocated 40 complimentary tickets for each contest.
- 5. Broadcast Rights:** No radio or television broadcast shall be done without permission of the home institution. Permission must be requested in writing to the home institution and the home institution shall respond to the request in writing. All broadcasts and cablecasts of games are subject to rights fees designated by the home institution.
- 6. Other Arrangements:**
- 7. Modifications:** Any modification(s) to this Agreement must be made in a separate written agreement signed by both Parties in order for the changes to be binding.



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- 8. Cancellation Policy:** This Agreement may be modified or canceled at any time by the mutual consent of the signatories. In the case of cancellation without mutual consent, the Institution cancelling or failing to appear shall pay the Institution not at fault, the sum of \$10,000 per contest.
- 9. Force Majeure**
- (a) Neither Party shall be liable for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").
- (b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Agreement, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement.
- (c) Notwithstanding any other term in this Agreement, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by the Visiting Institution, CSU may elect to do all or any of the following:
- (i) suspend the Agreement for the duration of the Force Majeure Event and be relieved of any payment obligation for services not delivered or accepted due to the Force Majeure Event;
 - (ii) extend the time for the Visiting Institution's performance by a period equal to the duration of the Force Majeure Event; and/or
 - (iii) terminate the Agreement as to any services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.
- 10. COVID-19:** In the event that CSUN considers it necessary or prudent to cancel this Agreement due to circumstances related to COVID-19 or any epidemic or pandemic, or to any reoccurrence of the COVID-19 or any epidemic or pandemic outbreak, CSUN may do so and be relieved of any further financial obligation, risk, or other liability by providing written notice of cancellation to the Visiting Institution. Circumstances related to COVID-19 or any epidemic or pandemic include but is not limited to events of a positive PCR COVID-19 test from either team during the week leading up to the contest or a positive antigen COVID-19 test from either team within 24 hours of the contest. CSUN's right to cancel the Agreement pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Agreement.

CSUN policies relevant to being present on campus during the COVID-19 pandemic are consistent with local and state measures. Both teams agree to comply with COVID-19 testing protocols in order to protect the health and safety of everyone involved. In keeping with these policies and local and state measures, COVID-19 related testing shall be mandatory for the Visiting Institution before playing on-site at CSUN. The COVID-19 testing shall be under the supervision of a properly trained and dedicated COVID-19 Compliance Officer ("COO") who will have the authority and responsibility for COVID-19 safety compliance and enforcement. If any member of the Visiting Institution is found to have positive tests, the Parties agree that they cannot proceed with the contest and both Parties shall be relieved of any further financial obligations. Game day facility operations and experience, including fan attendance, will be conducted at the discretion of the host team in accordance with local health guidelines in effect at the time of the contest.

11. Material Change of Circumstances: The terms of this Agreement are based on conditions in existence on the date that the Visiting Institution commences performance. In the event of a material change in the conditions that adversely affects the ability of the Visiting Institution to perform its obligations, the Visiting Institution shall reasonably cooperate with CSUN to minimize the impact from such change in conditions on the Visiting Institution's performance and shall, if requested by CSUN, negotiate in good faith to adjust the terms of this Agreement on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSUN's ability to avail itself of any rights or remedies provided to CSUN by law, equity, or any other term of this Agreement.

EACH OF THE PERSONS EXECUTING THIS AGREEMENT, ON BEHALF OF HIS/HER INSTITUTION, HEREBY WARRANTS THAT THEY ARE DULY AUTHORIZED TO OBLIGATE HIS/HER INSTITUTION TO ALL ARRANGEMENTS AS SPECIFIED IN THIS AGREEMENT.

APPROVAL: California State University, Northridge

[Signature] 05/18/2024

Concur: Director of Athletics or Designee Date

Deborah Flugum 05/20/2024

Approved: Director, Purchasing & Contract Ad Date

[Signature] 5/14/24
Concur: Head Coach Date

For the Regents of the University of Idaho

APPROVAL: Visiting Institution

Jake Milleson

Buyer, Contracts and Purchasing Services

[Signature] 5/16/24
Director of Athletics or Designee Date

[Signature] 5/17/24
Head Coach Date

PLEASE RETURN ONE COPY TO: James Covell, Athletics Department
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