



AGREEMENT

THIS AGREEMENT is entered into as of the date of the last signature and is between IDAHO STATE UNIVERSITY, Pocatello, Idaho ("Host Institution"), and _____ ("Visiting Institution").

WITNESSETH

WHEREAS, the parties desire to schedule a _____ contest, the parties hereby agree as follows:

- I. **SPORT.** The Visiting Institution's _____ team will play on _____ at _____ at the Host Institution's facility in Pocatello, Idaho.
- II. **GOVERNING RULES.** This competition shall be governed in all respects, including the eligibility of participants, by the rules, and regulations of the National Collegiate Athletic Association and the Big Sky Conference.
- III. **PAYMENT.** The Host Institution agrees to provide a game guarantee of _____.
- IV. **OFFICIATING.** The officials shall be assigned and provided by the Host Institution Conference.
- V. **COMPLIMENTARY TICKETS.** The Visiting Institution shall be allowed _____ complimentary tickets.
- VI. **OTHER ARRANGEMENTS.** The Host Institution agrees to provide to the Visiting Institution the following:
 - VII. **SPIRIT GROUPS.** All uniformed Cheerleaders, yell leaders and members of the marching band shall be admitted to the game at no cost and be permitted to perform so long as Host Institution health policies and guidelines permit. Visiting Institution shall notify Host Institution of the total number of persons representing these groups no later than thirty (30) days prior to the game.
 - VIII. **RADIO.** The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations. All other radio rights and fees are property of the Home Institution.
 - IX. **TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING.** The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.
 - A. **Agreement to Telecast.** Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting any and all other means. The Visiting Institution agrees to the following:
 1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to six (6) days in advance of the game in order to accommodate television.
 2. Any changes in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
 3. Media timeout formats are determined by the Host Institution's conference.
 4. The Visiting Institution may not telecast the game(s) in any way or use any video from the Host Institution's telecast of the game(s) without written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's show and season highlight presentations. The permission, if

granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length.

5. Contact. Questions dealing with interpretations of the Big Sky Television Agreements should be addressed to the Big Sky Conference Associate Commissioner.

X. **DISTRIBUTION OF REVENUE.** If the game(s) is televised as part of a conference package or series, there shall be no right fee paid to the Visiting Institution or its conference. All of the television rights fees shall be retained by the Host Institution and its conference.

In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game(s).

XI. **FORCE MAJEURE.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; athletic program termination; NCAA or conference determined restrictions or cancellations excluding those caused by conference change/realignments; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition terminates a party's obligations under this contract, unless the parties mutually agree to reschedule.

XII. TERMINATION & DEFAULT.

1. Mutual Consent. This Agreement may be terminated at any time upon the written mutual consent of the parties.

2. Default. The Parties acknowledge and agree that if either party chooses to terminate this Agreement or fails to participate in the Game/Contest contemplated in this Agreement, the other party's damages would be difficult to assess and substantiate. In the event either party fails to comply with the conditions of this Agreement either by cancellation or failure to appear, for any reason other than by Mutual Consent or Force Majeure contained in Article XI, shall forfeit money as liquidated damages to the non-defaulting party in the amount of _____ dollars. For clarification, a change in conference affiliation that necessitates cancellation is subject to this liquidated damages provision.

XIII. **LIMITATION ON COSTS.** Host Institution's obligation to pay any liabilities and damages under this Agreement is subject to the limitations of the Idaho Tort Claims Act 6-901 through 9-929, and to the extent funds are lawfully available for such purposes.

(Signatures on the following page)

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

IDAHO STATE UNIVERSITY

Pauline Thiros, Director of Athletics

Date

Date

Contact Information

Pauline Thiros
IDAHO STATE UNIVERSITY ATHLETICS
921 S 8th Avenue Stop 8173
Pocatello, ID 83209-8173
Phone: 208-282-4668
paulinethiros@isu.edu

Contact Information

Phone:

Please sign and return one (1) copy to beckynaber@isu.edu