

2022-913



### ATHLETICS AGREEMENT

This agreement ("Agreement") is entered into as of May 24, 2022 by and between NICHOLLS STATE UNIVERSITY ("Host") and University of Idaho ("Visiting Team").

- 1. **TEAM PLAY:** The parties here to agree that their respective women's basketball teams shall compete under the following terms and conditions on the following date(s):

DAY	DATE	TIME	LOCATION
Thursday	November 10, 2022	TBD	Nicholls State University
TBD	TBD in 2023-24 season	TBD	University of Idaho

- 2. **ELIGIBILITY:** The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletics Association ("NCAA"), the individual institutions and the intercollegiate athletics conferences to which each party is a member.
- 3. **OFFICIALS:** Contest officials will be assigned by and paid for by Host.
- 4. **COMPENSATION:** Host will compensate the Visiting Team a fee of N/A and no other shall be due or payable unless listed below. Guarantee payments will be made within 30 days following the contest.  
Other compensation: N/A
- 5. **TICKETS:** Host will provide to the Visiting Team 50 complimentary tickets for team use. In addition, Host will make up to an additional N/A tickets available, with a final number of requested tickets due by N/A.
- 6. **RADIO RIGHTS:** The Visiting Team will designate one radio station for broadcast to its home listening area with rights fees being waived. All other radio rights and fees are property of Host.
- 7. **TELEVISION RIGHTS:** The television broadcast rights belong solely to Host and it's contracted video distribution partners. Each team will be allowed to video the contest(s) for use in coaches' shows, highlight videos and any non-broadcast, non-commercial purpose. Host agrees to provide reasonable videographer access to contest(s). All video produced as a result of this Agreement shall be governed by intercollegiate conference rules. To the extent that the permission and/or approval of either or both partners is required by said rules or regulations for the origination of video provided herein, both schools hereby agree that such permission shall not be unreasonably withheld.
- 8. **CHANGE IN CLASSIFICATION:** This Agreement may be voided by Host if either party reclassifies to a different NCAA division, subdivision, or other NCAA classification(s) that are unforeseen at the time of the execution of this Agreement.
- 9. **SPECIAL ARRANGMENTS:** N/A

- 10. **CANCELLATION/FORFEITURE:** In the event an institution shall cancel or fail to appear for the contest(s) specified in this Agreement, the party so canceling or failing to appear shall reimburse the other institution in the amount of \$5,000 , unless such cancellation/forfeiture is due an event or condition beyond the control of the institution.
- 11. **FORCE MAJEURE:** Neither party shall be considered in default of this Agreement for failure of its team to appear and participate for the specified contest(s) for reasons of fire, flood, earthquake, hurricane, or other natural disasters, national emergency, orders related to community health, war, hostilities, pandemic, cancelling/rescheduling of contest(s), rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority or athletic governing body, civil or military unrest, or other Acts of God and Nature or Acts of Common Enemy or failure of the State of Louisiana to appropriate funds sufficient to meet this obligation. Each party shall make reasonable attempts at trying to reschedule, relocate, etc. any contest(s) that is impacted by the above mentioned causes.
- 12. **EXECUTION OF THIS AGREEMENT:** Each of the persons executing this Agreement on behalf of his/her respective institutions hereby warrants that they are duly authorized to obligate his/her institution all arrangements as specified in this Agreement.

**HOST**

Nicholls State University  
 \_\_\_\_\_  
**Name of Institution**

Jonathan Terrell  
 \_\_\_\_\_  
**Director of Athletics**

\_\_\_\_\_  
**Signature** **Date**

DoBee Plaisance  
 \_\_\_\_\_  
**Head Coach**

\_\_\_\_\_  
**Signature** **Date**

**VISITING TEAM**

University of Idaho  
 \_\_\_\_\_  
**Name of Institution**

Cody Williams  
 Buyer, Contracts and Purchasing Services  
 \_\_\_\_\_  
**Athletic Director**

*Cody Williams* *06.06.2022*  
 \_\_\_\_\_  
**Signature** **Date**