

2021-399



SAN JOSÉ STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This Athletic Contest Agreement (“Agreement”) is entered into and effective as of November 19, 2020 by and between San José State University (“San José State”) and the University of Idaho for purposes of scheduling and participating in an athletic contest between their respective football teams.

NOW THEREFORE, in consideration of the mutual promises, conditions and undertakings set forth herein, the parties agree as follows:

1. Scheduled Game. In furtherance of the purposes of this Agreement, the parties agree to participate in an athletic contest (referred to herein as a “Game”) between the football teams representing each of the respective parties according to the following schedule:

<u>Date</u>	<u>Time</u>	<u>Location (“Home Team”)</u>	<u>(“Visiting Team”)</u>
September 13, 2025	TBA	San José State	University of Idaho

2. Financial Arrangements. The Home Team (as defined above) shall pay to the Visiting Team (as defined above) the sum of Four Hundred Fifteen Thousand Dollars (\$415,000.00). Such compensation shall be due and payable within ninety (90) days following the Game. No payment will be made due under this section if the game is not played for any reason.
3. Tickets. Visiting Team shall receive up to three hundred (300) complimentary tickets to the Game. Band members and cheerleaders of Visiting Team who are in uniform shall be admitted to the Game at no cost.
4. Governing Rules. The Game shall be governed in all respects, including the appointment of officials and eligibility of players, by the rules and guidelines of the National Collegiate Athletic Association (“NCAA”) and the Mountain West Conference (MWC).
5. Officials. Officials for the game will be at the expense of Home Team and appointed by the Mountain West Conference.
6. Television and Radio Broadcast Rights. The parties agree as follows:
 - a. Generally. The parties agree that the game start times are subject to change in order to accommodate live broadcasting opportunities. Any change in the date of the games shall require the consent of Visiting Team, which consent shall not be unreasonably withheld or delayed. All revenue derived from radio, television, and Internet broadcasts shall be retained by the team owning the broadcast rights.
 - b. Radio Rights. Visiting Team shall have the right to, and be provided space for, one radio broadcast outlet for, a non-exclusive radio broadcast by their flagship station

(local announcer) distributed via terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, and similar audio-only distributions. Home Team shall retain all other radio rights.

- c. Television, Broadband, and Internet Rights. The telecast rights shall be owned by, and dictated by Home Team's conferences television agreement(s), as applicable, in effect at the time of the game, including any crossover agreement(s) between or among the parties and/or their conference(s) and the television rights holders.
 - d. Home Team agrees to provide Visiting Team with adequate facilities at the game site, without cost, which are necessary to enable Visiting Team to exercise any radio rights herein set forth or agreed upon in writing. Notwithstanding the foregoing, Home Team shall not be required to make any additions or alterations to, or any expansion of the existing broadcast facilities in its home stadium in order to comply.
7. Sponsors. Visiting Team recognizes that Home Team has exclusive agreements with certain corporate sponsors which may prevent Visiting Team from bringing certain products or items into Home Team's stadium. Visiting Team agrees to advise Home Team of any contractual obligations to display any logos that could violate Home Team's corporate sponsor agreements.
 8. Payment of Assessments. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body, including any taxing authorities.
 9. Travel Expenses. Visiting Team shall be responsible for its own travel costs.
 10. Management. The Home Team shall assume full responsibility for the management of the game and will retain all rights and controls to program sales, concessions, and parking.
 11. Uncontrollable Forces. It is understood that neither party hereto can foresee exigencies which may arise by reason of unusual circumstances beyond their reasonable control, including acts of God, acts of nature, or acts of any governing regulatory body, including but not limited to the NCAA or any governing athletic conference. Either party may delay or cancel any scheduled Game for reasons due to uncontrollable forces by providing written notice of delay or cancellation to the other party immediately upon the occurrence of any such uncontrollable event. In the event of delay or cancellation due to uncontrollable forces, the parties shall share equally in all reasonable financial costs or obligations arising as a direct result of the uncontrollable event incurred by either party prior to the time of delay or cancellation, and shall reschedule any delayed Game upon terms consistent with the terms set forth herein.
 12. Liquidated Damages. The parties acknowledge and understand that each of the parties have foregone other significant opportunities for the scheduling of alternate games and have invested substantial financial and other resources in anticipation that the Game will be played according to the schedule set forth herein. The parties also agree that it would be impracticable or extremely difficult to fix the actual damage to either party resulting from the cancellation of the Game hereunder. In the event either party should cancel or otherwise fail to participate in the scheduled Game, for any reason other than uncontrollable forces as defined in Section 11 hereof, the defaulting party shall pay to the non-defaulting party the sum of One Million Dollars (\$1,000,000) as liquidated damages for the canceled Game. The defaulting team will make such payment thirty (30) days after the date on which the Game was scheduled.

13. Indemnification.

- a. Visiting Team shall defend, indemnify and hold harmless the State of California, Board of Trustees of the California State University, the Home Team and their respective officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Visiting Team, its officers, subcontractors, assignees, appointees, agents, employees or volunteers.
- b. Home Team shall defend, indemnify and hold harmless the Visiting Team and their respective officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Home Team, its officers, subcontractors, assignees, appointees, agents, employees or volunteers.

14. Termination. This Agreement may be terminated by written mutual consent of both parties.

15. Insurance. Visiting Team shall maintain a General Liability Insurance Policy in the amount of one million dollars (USD \$1,000,000.00) per occurrence and two million dollars (USD \$2,000,000.00) annual aggregate at all times. Said policy shall be issued by an insurance company that maintains a rating of A.M. Best: A VII or equivalent. Any coverage maintained by the Home Team shall be in excess of Visiting Team's insurance and shall not contribute to said policy. The policy shall also include a waiver to the right of recovery (waiver of subrogation) against the Home Team. Visiting Team shall be responsible for taking all required steps to establish and maintain its insurance as primary in compliance with this section. Visiting Team agrees to maintain in full force during the term of this agreement all other statutory insurance coverages required to be in compliance with all local laws. Visiting Team agrees to provide evidence of compulsory insurance coverage to the Home Team's Associate University Risk Manager at marla.perez@sjsu.edu. Visiting Team also represents and warrants that all vendors, sub-contractors and other parties that Visiting Team uses will carry at least the same insurance coverages and limits as stated above.

16. Contract Alterations & Integration. No alteration or variation of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Agreement shall be binding on any of the parties hereto.

17. Severability. Both parties agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

18. Assignments. This Agreement shall not be assigned, either in whole or in part, without written consent.

19. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

- 20. Governing Law. This Agreement, and any dispute between the parties arising hereunder, shall be interpreted and construed in accordance with the laws of the State of California, without application of any principles of choice of laws.
- 21. Force Majeure - Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, pandemics, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 22. Covid-19 – In the event that either team considers it necessary or prudent to cancel this Agreement due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, either team may do so by immediately notifying the other party as soon as practicable of the cancellation and be relieved of any further financial obligation risk, or other liability. Either team’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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative effective as of the day and year first written above.

San José State University

University of Idaho

By: DocuSigned by:
Marie Tuite
0689931E24A1455...
Marie Tuite, Athletics Director
Date: 2/8/2021

By: DocuSigned by:
Julia R. McIlroy
BB7900A2353649E...
Terry Gawlik, Director of Athletics
Date: 2/8/2021

San José State University

University of Idaho

By: DocuSigned by:
Sylvia Sosa
E178A09444DE416...
Sylvia Sosa, Contracts Administration
Services, Contracts & Purchasing
Services
Date: 2/4/2021

By: DocuSigned by:
Terry Gawlik
D46587796B3D495...
Julia McIlroy, Director of Contracts &
Purchasing Services - juliam@uidaho.edu
Date: 2/8/2021



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

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Login.gov FAQs

- ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/13/2021 from 8:00 AM to 1:00 PM.
- Due to internal CAGE maintenance, CAGE will be unavailable on Sunday February 28, 2021 @ 8:30 AM - 12:30 PM (ET).
- Due to internal CAGE maintenance, CAGE will be unavailable on Saturday March 13, 2021 @ 7:00 AM - 01:00 PM (ET).

Search Results

Current Search Terms: San Jose State University*

Total records: 4

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Sort by Relevance Order by Descending

Your search for San Jose State University* returned the following results...

Entity **San Jose State University** Status: Active

DUNS: **050520840** CAGE Code: **0FWM4** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **01/05/2022** Debt Subject to Offset?: **No**

Purpose of Registration: **Federal Assistance Awards Only**

Entity **San Jose State University Research Foundation** Status: Active

DUNS: **056820715** CAGE Code: **1DPM3** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **04/16/2021** Debt Subject to Offset?: **No**

Purpose of Registration: **All Awards**

Entity **San Jose State University Research Foundation** Status: Active

DUNS: **056820715** CAGE Code: **89Z17** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **04/16/2021** Debt Subject to Offset?: **No**

Purpose of Registration: **All Awards**

Entity **STUDENT UNION OF SAN JOSE STATE UNIVERSITY, THE** Status: Active

DUNS: **113303564** CAGE Code: **8JTG2** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **04/02/2021** Debt Subject to Offset?: **No**

Purpose of Registration: **Federal Assistance Awards Only**

Result Page: 1

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