

NON-CONFERENCE GAME CONTRACT
CLEVELAND STATE UNIVERSITY

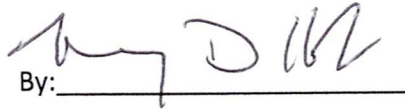
This AGREEMENT (the "Agreement") is entered into on the 25th of April, 2023 by and between Global Sports Management (hereinafter referred to as "GSM") and Cleveland State University ("CSU") and stipulates the following:

1. CSU agrees to play a game against the University of Iowa ("UI") in a women's basketball contest with terms as summarized below.
2. The game will be played at Wells Fargo Arena in Des Moines, Iowa on December 16, 2023.
3. The eligibility of all players to participate in said game shall be determined by the rules and regulations of the Big 10 Conference and the Horizon Conference, with each team subscribing to the rules and regulations of its own Conference or Institution, if non-affiliated.
4. Officials shall be assigned by the Big 10 conference and paid for by GSM.
5. GSM agrees to pay a guarantee of \$43,000 (FORTY THREE THOUSAND DOLLARS) to CSU. This payment will be due thirty (30) business days after the game is played. CSU will be provided with 100 complimentary tickets for the game.
6. No radio or television broadcast or cablecast shall be done without permission of UI. All broadcasts and cablecast of games are subject to payment rights fees as designated by UI. CSU will be granted permission without payment to videotape or film the game. Placement and coordination of the camera will be subject to the rules, regulations and control of the Sports Information Office at UI. CSU will be provided one radio outlet free of charge and can retain the revenue derived therefrom.
7. CSU agrees to pay a Cancellation Fee in the sum of \$40,000 (FORTY THOUSAND DOLLARS) to GSM if CSU fails to produce its team and to play said games if cancellation is caused by reasons other than pandemic, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause including transportation, mechanical or electrical breakdown beyond Visiting Team's or Home Team's control.
8. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in a writing signed by both parties.



AGREED TO BY:

Global Sports Management

By: 

Name: Maury Hank

Title: President

Date: 7/26/23

Cleveland State University

By: 

Name: Scott Garrett

Title: VP/Director of Athletics

Date: 4/26/23



ATHLETICS CONTRACT

THIS AGREEMENT, made and entered into this 15th day of June, 2023 by and between the Athletic Authorities of **FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES (FGCU)** or their duly authorized agents, and **CLEVELAND STATE UNIVERSITY** agree:

FIRST: That the **WOMEN'S BASKETBALL TEAMS** representing the above-named institutions shall engage in the **FGCU Holiday Classic 2023, Wednesday & Thursday, December 20th & 21st, 2023** at the Alico Arena in Fort Myers, Florida.

- December 20th, 2023 vs Southern Mississippi at 4:30pm
- December 21st, 2023 vs Drexel University at 3:00pm

SECOND: Cleveland State University will be provided twelve (12) hotel rooms for three (3) nights (36 rooms total), at a hotel chosen by FGCU.

THIRD: Under no circumstance is any member of the travel part that shows symptoms, tests positive, or has a test result that is inconclusive be permitted to travel to or participate in the competition.

FOURTH: That the officials for said games shall be assigned by the home team: ASUN Conference at Alico Arena.

FIFTH: It is understood that the above teams will compete under the rules of eligibility of the Conferences of which they may be a member and if not a member of any Conference, will compete under the rules of eligibility sanctioned by their Faculty.

SIXTH: Radio rights are vested in the home team, with the sole exception that the visiting team, at its sole expenses, shall be permitted to license the radio broadcasts of the game to a radio station located in the greater metropolitan area in which the visiting team's main campus is situated.

SEVENTH: The basketball games contracted for in this agreement telecast rights are vested with the home team and their Conference. For the purposes of this agreement, the word "telecast" shall include any and all forms of distribution to the public of a video image including, without limitation, distribution by standard or digital television, cable TV, closed circuit TV, multi-print distribution service, satellite transmission and the Internet, live or delayed. All rules, regulations, and relevant contractual obligations of the Conference to which the parties may belong which are applicable to telecasting basketball games must be compiled with, and all rules and regulations of the NCAA must also be compiled with.

EIGHTH: That 50 complimentary tickets shall be furnished to visiting team - minimum of 25 seats behind the visiting team's bench).

NINTH: That should weather conditions, labor strikes, war, or Acts of God not permit the competition to take place on the agreed date(s) then the institution shall reschedule the competition, if reasonably possible, to a mutually agreeable date(s).

TENTH: Either party has the right to invoke force majeure and/or terminate the Agreement in the event that proceeding would be inconsistent with applicable national, state, or local health advisories and restrictions or either school's policies regarding business travel or attendance at large group gatherings, due to the global public health emergency caused by the novel coronavirus or its related illness, COVID-19. For avoidance of doubt, a party declaring a force majeure event triggered by the new coronavirus or COVID-19 shall not be required to show that the event was unforeseeable.

ELEVENTH: Other terms and conditions: FORFEITURE CLAUSE OF \$50,000 PAYABLE TO THE OTHER INSTITUTION IF THIS CONTEST IS CANCELLED WITHOUT MUTUAL AGREEMENT OF BOTH PARTIES. **CONTRACT WILL BE NULL AND VOID UNLESS SIGNED AND RETURNED VIA SCAN TO slennertz@fgcu.edu BY NO LATER THAN 6/30/23.**

For: **FLORIDA GULF COAST UNIVERSITY**

By: 

Title: Ken Kavanagh, Director of Athletics

Coach: 


Karl Smesko, Head Coach, Women's Basketball

For: **CLEVELAND STATE UNIVERSITY**

By: 

Title: VP/Director of Athletics

Date: 6/21/23

Coach: 



ATHLETIC CONTEST AGREEMENT
2023 CSU Women's Basketball Thanksgiving Multiple Team Event (MTE)
Cleveland State University vs. Chicago St. University

This Athletic Contest Agreement ("Agreement") is entered into by and between Cleveland State University, a public institution of higher education and an instrumentality of the State of Ohio, located at 2121 Euclid Avenue, Cleveland, Ohio 44115-2214 ("CSU" or "Home Team") and Chicago State University, located in Chicago, IL ("Visiting Team"), and two (2) other collegiate women's basketball programs to be named (collectively the "Teams").

Whereas, the teams desire to enter into this Agreement to provide for each party's responsibilities and obligations with respect to the athletic contest set forth herein.

Now, therefore, in consideration of the foregoing, the teams agree as follows:

1. ATHLETIC CONTEST: 2023 CSU Women's Basketball Multiple Team Event (MTE)

Table with 5 columns: DAY, DATE, TIME, HOST, GAME. Rows include Wednesday (Nov. 22, 2023), Friday (Nov. 24, 2023), and Saturday (Nov. 25, 2023), all with CSU as host and TBD for game.

2. ELIGIBILITY: The athletic contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulation of the National Collegiate Athletic Association, the individual institutions, and the athletic conferences that each institution is a member of.

3. OFFICIALS: Athletic contest officials will be assigned and paid by Cleveland State University.

4. CANCELLATION/BREACH: The Teams shall be relieved of their duties under this Agreement only in the event of Extraordinary Circumstances beyond the control of the party seeking cancellation. Extraordinary Circumstances include, but are not limited to, severe weather, unforeseen malfunction of equipment or facilities, strike, civil disorder or an act of God, (including unanticipated circumstances related to COVID-19)."

5. MEDIA RIGHTS: CSU retains all rights to all audio/video broadcasts and internet streaming broadcasts.

6. NOTICE: Any notice under this Agreement shall be given in writing and shall be deemed to have been properly given when: i) hand delivered with delivery acknowledged in writing; ii) sent by U.S. certified mail, return receipt requested, postage prepaid; or iii) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt. Notices shall be deemed given upon receipt thereof, and shall be sent to the following addresses:



7. MISCELLANEOUS:

- (a) This Agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to the athletic contest(s) set forth herein. Only a written instrument that refers this Agreement and that is signed by the authorized representatives of both parties may amend this Agreement.
(b) This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, without regard for its choice of law principles, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement.
(c) A waiver by a party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
(d) The headings in this Agreement are for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
(e) The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
(f) This Agreement is not binding upon CSU unless executed in full and is effective as of the last date of signature by CSU.
(g) Each individual executing this Agreement on behalf of his/her respective institutions warrants that he/she is duly authorized to obligate his/her institution to the terms of this Agreement.
(h) This contest will be a non-ticketed event.

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

CLEVELAND STATE UNIVERSITY
By: [Signature]
Name: Scott Bennett
Title: Director of Intercollegiate Athletics
Date: 6/22/2023

CHICAGO STATE UNIVERSITY
By: [Signature]
Name: Andrea Williams
Title: Head Coach WBB
Date: 3/17/23

Jason L. Carter - VP and General Counsel
Digitally signed by Jason L. Carter - VP and General Counsel
Date: 2023.06.12 13:13:57 -05'00'

[Signature]
Monique Carroll (Jun 21, 2023 15:56 CDT)
Athletic Director, CSU
06/21/2023

CENTRAL MICHIGAN UNIVERSITY ATHLETIC CONTEST AGREEMENT

This Agreement, Made and entered in to this 18th day of May, 2022 by and between Central Michigan University (CMU) and Cleveland State University mutually agree that teams representing each institution will compete in the sport of Women's Basketball at the date, and location listed below under the following conditions:

1. **CONTEST:**

Event	Day / Date	Game Time	Location
Basketball - W	Thursday, December 8 th , 2022	TBD	McGuirk Arena, Mt. Pleasant, MI

2. **ELIGIBILITY:** The contest(s) shall be governed in all respects, but not limited to, including scheduling out of conference contests and the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions and the intercollegiate athletic conferences to which each party is a member. In the event of any conflict in such rule or regulations: (a) if teams are members of the same conference, the conference rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
3. **GAME, MEET, TOURNAMENT OFFICIALS:** Unless mutually agreed to the contrary in the "Other Provisions" section herein below, contest officials will be assigned by the home institution's conference, and all expenses paid, by the home institution.
4. **FINANCIAL ARRANGEMENTS:** Home Institution will provide to the visiting institution a financial guarantee of NA For the game at CMU applicable restrictions if still in place will apply. If no restrictions are in place at the time of the game at CMU, the visiting institution will be provided Fifty (50) complimentary admissions.
5. **CANCELLATION / FORFEITURE:** In the event that the visiting team shall cancel or fail to appear for the contest(s) specified in this Agreement, the visiting team shall reimburse the host institution for costs and/or losses incurred as a direct result of the cancellation/forfeiture in the amount of Twenty-Five Thousand dollars (\$ 25,000) unless such cancellation/forfeiture is due to mutual arrangement between the two institutions, an act of God, or other event/condition beyond the control of the visiting institution, as described in section 6 below.
6. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained in the Agreement, the parties agree that neither party shall be required to fulfill its obligations under the Agreement if the performance of either party's obligations under this Agreement becomes impossible or impracticable, and such impossibility or impracticability of performance arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, pandemics or epidemics, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, either party shall have the option to terminate this Agreement with no further liability to the other party.
7. **OTHER PROVISIONS:** This agreement will begin a home and Home series with CMU returning to Cleveland State during the 23/24 season
8. **COVID – 19 TESTING REQUIREMENTS:** For the game at CMU applicable COVID testing protocol, if still in place, will apply.
9. **BROADCAST RIGHTS:** The Radio, Television, and other audio/video rights of the parties with respect to the game described in this agreement shall be as follows:
- A. Radio: The VISITING TEAM will be provided space for one free radio broadcasting outlet for the purpose of broadcasting on their primary radio outlet.

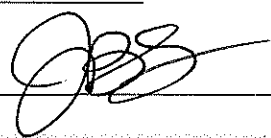
**CENTRAL MICHIGAN UNIVERSITY
ATHLETIC CONTEST AGREEMENT**


B. Television/Other Video: Both parties acknowledge the home team conference retains all broadcast rights. The home team has no ability to grant opposing school any rights for telecast or distribution.

10. **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 to all arrangements as specified in this Agreement.

Agreed to by:

CENTRAL MICHIGAN UNIVERSITY

Authorized signature: 

Authorized signature: 

Title: Jonathan Glenn – Associate AD
Sport Program Administrator

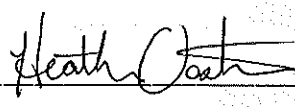
Title: Rob Peterson – Deputy AD/CFO
Athletic Business Office

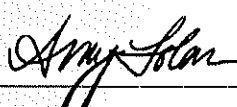
Date: 5.18.22

Date: 5.18.22

Phone: (989) 774-XXXX

Phone: (989) 774-3473

Authorized signature: 

Authorized signature: 

Head Coach: Heather Oesterle

Director of Athletics: Amy Folan

Date: 5.18.22

Date: _____

Phone: (989) 774-

Phone: _____

CLEVELAND STATE UNIVERSITY

Authorized signature: 

Title: Sr Associate Athletic Director

Date: 8/4/22

Coach: _____

Phone: _____

---This contract is null and void if not signed and returned by August 30th, 2022---

--Please sign and return an electronic copy to: ---

Amy Folan, AD/Acting CFO

folan1ag@cmich.edu

Central Michigan University Athletics




Game Contract

Niagara University and CLEVELAND STATE UNIVERSITY ("Visitor") hereby agree to the following terms for a game (the "Game") between Women's Basketball teams to take place at TBD on Saturday, November 19, 2022 at LOCATION: Gallagher Center.

1. The parties will use all reasonable efforts to abide by Niagara University, NCAA, and conference rules.
2. Visitor understands that in the event of a cancellation, excluding reasons identified in clause 3, Niagara University will incur costs. To defray these costs, Visitor agrees to pay liquidated damages of \$50,000.00 (Fifty Thousand Dollars), if they cancel or fail to appear. This amount will be due within 60 days after the scheduled date of the Game.
3. The performance of this Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, federal, state or local governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or other federal state or local government authority or health agencies (including but not limited to the health threats arising from any virus, epidemic or pandemic, including COVID-19, H1N1, or similar infectious diseases or following a resurgence of COVID-19, H1N1, or other infectious disease), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably limit or restrict prospective Game attendees from appearing at the scheduled Game, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Game or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, within ten (10) business days following written notice to the other party.
4. Visitor agrees to adhere to sport-specific COVID testing standards for intercollegiate competition in the 2022-23 academic year as established by the NCAA, conferences, institutions, or governmental authorities. The institutions agree to share testing results prior to and following the Game as applicable. Privacy of all individuals will be maintained at all times.
5. The parties also agree that: **Niagara will return game to Cleveland State for 2023-24 season, date TBD.**


6. Special arrangements/Conditions: Visiting team will receive fifty (50) comp. tickets.
7. Visitor understands that owing to contractual restrictions, aside from AM or FM radio broadcast, no other broadcast, distribution, or publication of recordings or images of the Game can be made without written, signed permission from Niagara University.
8. Niagara University will use all reasonable efforts to ensure visitor is given prompt access to amenities such as convenient parking and locker rooms in the hours prior to, during, and after the Game. Any questions regarding parking and amenities should be directed to the home coaching staff. Any incident on campus should be reported to (716) 286-8111.
9. Visitor agrees to indemnify, defend and hold harmless Niagara University and its trustees, officers, employees, and agents from and against any claims, demands or damages of whatever nature occasioned by the negligent acts or omissions of Visitor's officers, agents, employees or team members in the performance of this agreement exclusive of any unauthorized acts that occur on the court between players during the game.

Signed by:



Simon Gray
Director of Athletics
DATED: May 31, 2022

Signed by:



NAME: Matt Oberlin
POSITION: Sr Associate Athletic Director
DATED: 6/1/2022

Please sign and return one copy. Thank you.