



**Texas A&M University – Commerce
Department of Intercollegiate Athletics
Official Game Contract**



This Official Game Contract (the "Agreement"), is entered into on this 22nd day of March 2022 by and between Texas A&M University–Commerce, an entity of the State of Texas, and University of Idaho who mutually agree that an intercollegiate athletic contest(s) between their respective Women's Basketball teams shall be held in accordance with the following conditions:

1. Date(s):
 - a. December 7, 2022 – TBA – Texas A&M University–Commerce vs. University of Idaho, Commerce, TX
 - b. TBA – Texas A&M University – Commerce @ University of Idaho, Moscow, ID
2. Definitions:
 - a. "Home Team" as used in this agreement shall be the university whose court/field the game is being played on.
 - b. "Visiting Team" as used in this agreement shall be the visiting university.
3. Said contest(s) shall be governed in all respects, including eligibility of the participants and the number of participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the Southland Conference ("Conference") or any conference or association to which either or both parties are members.
4. The financial guarantee: **None**
5. The proceeds derived from programs, concessions, radio and television broadcasts and any other source shall belong to the Home Team exclusively, or, shall be allocated according to Lone Star Conference rules and regulations if applicable. Live television coverage is prohibited without written permission of the Home Team.
6. Ticket prices shall be set by the Home Team. The Visiting Team shall be allowed 35 complimentary tickets and shall be permitted to purchase additional tickets, if available.
7. Officials shall be assigned by the Home Team Conference assignor and the expenses for said officials shall be paid by the Home Team.
8. Special Provision: **None.**
9. Neither party will be responsible to the other for losses resulting from the failure to perform any term or provisions of this Agreement, if the party's failure to perform is attributable to acts of war, riot, strike, civil disorder, or other work stoppage, fire, flood, acts of God, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
10. The parties agree the actual damages that might be sustained by reason of a material breach by one of the parties is uncertain and would be difficult to determine, and it is further agreed the sum of **\$10,000.00** would be reasonable compensation for such a breach and the breaching party hereby agrees to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such a material breach.
11. This document constitutes the sole and entire agreement between the parties. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing. This agreement is not assignable without express written agreement of both parties.

SIGNED

Texas A&M University-Commerce

University of Idaho

By: [Signature]
 Its: Director of Athletics or Designee
 Date: 7/22/22

By: [Signature] Cody Williams
 Its: Director of Athletics or Designee Buyer, Contracts and Purchasing Services
 Date: 06-21-2022

By: [Signature]
 Its: Head Coach
 Date: 7/20/22

By: [Signature]
 Its: Head Coach
 Date: 6/29/2022

Federal Tax Identification No. 75-6001353

Federal Tax Identification No. _____

Sign and return one copy to: Athletic Director, Texas A&M University-Commerce, P.O. Box 3011, Commerce, TX 75429