

Agreement #: ____

ATHLETICS CONTEST AGREEMENT

THIS AGREEMENT made and entered into as of the date of the last signature below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf the UC Davis' Intercollegiate Athletics (Home Team) with an address at One Shields Avenue, Davis, CA 95616 and **UNIVERSITY OF IDAHO** (Visiting Team) with an address at P1FCU Kibbie Dome 875 Perimeter Drive MS 2302. Moscow, ID 83844-2302

The parties agree to the following conditions:

1. Team Play: The teams representing the above named institutions shall play one or more contest as follows:

Sport/Contest: MEN'S BASKETBALL

of Contests 1

| EVENT LOCATION | DAY of WEEK | EVENT DATE | START TIME (PT) | TBD | INFORMATION |
|-----------------|----------------|---------------|--------------------|-----|-------------|
| UC Davis - UCUC | Wednesday | Dec. 18, 2024 | TBD | | |
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- 2. <u>Governance</u>: The contest(s) shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the National Collegiate Athletics Association (NCAA), and/or any conference or association to which each party belongs.
- 3. <u>Officials</u>: Officials shall be appointed by the Home Team institution unless otherwise specified.
- 4. <u>Media Coverage</u>: Home Team reserves all rights to contract for Television (TV) coverage of the aforesaid contest(s).
- 5. <u>Financial</u>: The financial considerations (i.e. guarantee, entry fees) shall be as specified below. none - this is a return game @ Idaho on 11/7/24
- 6. <u>Tickets</u>: Visiting Team shall be allowed 50 complimentary tickets to above noted contests.
- 7. <u>Mutual Liability</u>. To the extent permitted pursuant to each party's governing law, parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
- 8. <u>Cancellation</u>: Absent force majeure occurrences that would make the contest impossible **and/or illegal**, such as: acts of God, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurences beyond such party's reasonable control, failure to participate in any contest as identified in Section 1 herein, except by mutual agreement will result in a financial payment by the cancelling party in the amount of \$ 50,000.00 per contest if applicable, to the party not causing the cancellation (Offended Party). Payment will be processed by the cancelling party within 30 days of such cancellation. Mutual agreement must be in writing and executed by authorized representatives of both parties. If the Offended Party is required to enforce this paragraph through legal action it shall be entitled to collect its attorneys' fees and expenses.

AGREED:

Regents of the University of Idaho

Julia R. McIlroy By: _____

Print name: Julia McIlroy

Title: Director, Contracts/Purchasing

Date: May 9, 2024

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS DIRECTOR OF ATHLETICS OR DESIGNEE

DocuSigned by: Heather Hunter By:

Print name: Heather Hunter

Title: Senior Associate Athletic Director

Date: 5/17/2024



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Rev. 4.28.2020

MBB Idaho @ UCD 12.18.24

Final Audit Report

2024-05-09

| Created: | 2024-05-09 | | |
|-----------------|--|--|--|
| By: | Jake Milleson (jacobmilleson@uidaho.edu) | | |
| Status: | Signed | | |
| Transaction ID: | CBJCHBCAABAA6Z31Swmpd4madPLcVw8LbAFMslpTbQwd | | |
| | | | |

"MBB Idaho @ UCD 12.18.24" History

- Document created by Jake Milleson (jacobmilleson@uidaho.edu) 2024-05-09 - 11:33:23 PM GMT
- Document emailed to Julia McIlroy (juliam@uidaho.edu) for signature 2024-05-09 - 11:38:48 PM GMT
- Email viewed by Julia McIlroy (juliam@uidaho.edu) 2024-05-09 - 11:41:49 PM GMT
- Document e-signed by Julia McIlroy (juliam@uidaho.edu) Signature Date: 2024-05-09 - 11:42:27 PM GMT - Time Source: server
- Agreement completed. 2024-05-09 - 11:42:27 PM GMT