

2023-766



Athletics
7400 Old Main Hill
Logan, UT 84322
435-797-1850

Utah State University Department of Intercollegiate Athletics
Sporting Events Agreement

This Sporting Events Agreement ("Agreement") is entered into as of May 22, 2023 ("Effective Date") by and between UTAH STATE UNIVERSITY ("Home Institution") and UNIVERSITY OF IDAHO ("Visiting Institution") (Home Institution and Visiting Institution, collectively, the "Parties," and each, individually, a "Party"). The Parties agree as follows:

1. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.
2. Sporting Events. The details of the Sporting Events (individually "Event", collectively "Events") are as follows:

Event No. 1:	Women's Basketball	Date:	November 29, 2023
Site:	Dee Glen Smith Spectrum	Time:	TBA

Event No. 2:	Women's Basketball	Date:	2024-2025 Season
Site:	University of Idaho	Time:	TBA

3. Rules and Regulations. The Events shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, each Party, and the Parties' respective intercollegiate conferences, as applicable. The athletes representing each Party in each Event shall be eligible under the rules and regulations of the respective conference and/or institutions.

4. Event Services. The Home Institution will be responsible for the following event services associated with each Event (unless otherwise stated):
 - a. Officials (including the replay crew, if applicable) will be assigned and paid for by the Home Institution or the Home Institution's conference.
 - b. Providing facilities, equipment, lockers, towels, and trainer emergency care. Locks, scheduling practice times, and special training service arrangements are the responsibility of the Visiting Institution, to be coordinated in conjunction with the Home Institution's head coaches.

5. Broadcasting Rights. The Parties understand and agree that all rights to telecast or distribute each contest will be retained by the Home Institution and any television or radio



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broadcast by the Visiting Institution shall be done only with the permission of the Home Institution and is subject to payment of rights fees as designated by the Home Institution. Notwithstanding the foregoing, the Home Institution will provide the Visiting Institution, at no cost, with the right to, and space for, one (1) radio broadcast outlet for a non-exclusive radio broadcast by the Visiting Institution's flagship station (local announcer) that is distributed via terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, and/or similar audio-only distributions.

6. Financial Terms. The Parties agree to the following financial terms: NONE.

7. Cancellation. The Parties agree that if one Party cancels, forfeits, unilaterally delays, postpones, or fails to appear at an Event (these and similar actions hereafter referred to as "cancel"), actual damages – including those relating to public relations, radio and television broadcasts, lost profits, and other consequential damages – would be difficult or impossible to calculate. The Parties further agree that processes, including litigation, to determine damages would be both unnecessarily expensive and time-consuming. Therefore, the Parties agree that if one Party cancels an Event (hereafter, the "Defaulting Party"), the Defaulting Party shall pay as liquidated damages to the other Party Thirty Thousand Dollars (\$30,000), to be paid no later than thirty (30) days following the scheduled date of the Event. However, the Defaulting Party shall not owe any liquidated damages under this Section if the Defaulting Party cancels an Event because of (i) conditions entirely beyond the control of the Defaulting Party, such as war, pandemic, epidemic, natural disaster, weather, act of God, airline strike, act of terrorism, federal or state governmental restrictions (including travel or event restrictions or recommendations), restriction by the athletics conference of either Party, or NCAA restriction, etc., that prevents the Defaulting Party from participating in such an Event; or (ii) a mutual agreement in writing by the Parties to cancel an Event. The cancellation of one Event for any reason shall not affect the obligations for any other Event specified herein unless specifically agreed to by the Parties in writing.

8. Amendment. In the event an addendum or amendment is made to this Agreement, all terms of this Agreement not modified by said addendum shall remain in full effect, unless mutually agreed by both Parties.

9. Signatures. This Agreement is being executed at different times by the Parties. For this Agreement to be effective, a fully executed copy of this Agreement must be delivered to the other Party within thirty (30) days of the signature of the first Party to sign. Any delay beyond this thirty-day window will result in the first Party's signature being automatically withdrawn and the Agreement being void and unenforceable.



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IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY
By: [Signature]
Print Name: Kayla Ard
Women's Basketball Head Coach
Date: 5-22-23

University of Idaho
By: [Signature]
Print Name: Carrie Eighmey
Title: Head Coach
Date: 6/14/2023

UTAH STATE UNIVERSITY
By: [Signature]
Print Name: Jerry Bovee
Interim Director of Athletics
Date: 5-22-23

University of Idaho
By: [Signature]
Print Name: Julia R. Mellrey
Title: Director, Contracts and Purchasing Services
Date: 6/12/23

Return Original copy to:
Director of Athletics
Utah State University
7400 Old Main Hill
Logan UT 84322-7400