

2024 – Women's Basketball

2024-227

THIS AGREEMENT is made and entered into as of 01/03/2024 between **Seattle University** and University of Idaho The Parties may be referred to herein collectively as the "**Parties**" and each individually as a "**Party**." The Parties agree as follows:

1. To participate in the following intercollegiate contest(s) in the sport of Women's Basketball on:

a.	11/13/2024	at TBD	at Seattle, WA
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b. TBD at TBD at Moscow, ID in 25-26 Season

2. Consideration: Host Institution agrees to pay the Visiting Institution \$0

3. Game Proceeds: The proceeds derived from programs, concessions, radio and television broadcasts, and any other source shall belong to the Host Institution exclusively.

4. Eligibility/Rules: All contest(s) shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and any conference to which Seattle University and/or both of the parties belong. Such rules and regulations also apply to the eligibility of all participants. In all cases, NCAA rules and regulations will serve as final authority.

5. Officiating: Officials are the responsibility of the Host Institution and shall be assigned by the conference assignee.

6. Tickets: The Host Institution shall provide the Visiting Institution with ⁴⁰ complimentary tickets **per contest**. Host Institution does not guarantee that any additional tickets will be available above the number of complimentary tickets provided for in this Agreement. If any additional tickets are available and provided to the Visiting Institution, the Host Institution will charge the Visiting Institution's ticketing office for any additional tickets.

7. Broadcasts: The Visiting Institution shall designate one (1) audio (including internet and/or radio) and/or one (1) live or tape delay telecast for broadcast within its home listening/viewing area, with all host rights fees being waived. All other broadcast and fee rights shall remain the property of Host Institution. In the event the Host and Visiting Institutions share the same home viewing area for the purposes of telecast, the Host Institution shall retain exclusive rights for broadcast in such home area, including tape delay.

8. Video Exchange: Contest video exchange shall be based on mutual agreement of the Parties' respective coaching staffs.

9. Cancellation/Forfeiture:

- a. The Parties agree that if the Visiting Institution cancels or fails to appear for the contest(s) specified in this Agreement, Host Institution will sustain damages. Due to the nature of intercollegiate athletics, the difficulty and expense of finding a suitable replacement contest, and the overhead costs associated with scheduling and planning athletic contests, the Parties agree that for any game cancelled or for which the Visiting Institution fails to appear, Visiting Institution shall pay the Host Institution \$50,000, unless such cancellation of failure to appear is due to a *force majeure*.
- b. A "force majeure" means an act of God or other event or condition beyond the control of the institution, including but not limited to laws, regulations, or other requirements imposed by any government or government authority; riots; terrorism; civil commotion, strikes, or labor stoppage; fire, fog, smoke, lightning, flood, or other weather hazards; quarantines; military emergency, war, civil commotion, rebellion, insurrections, or hostilities; damage or accident to or failure, mechanical difficulties, or breakdown of aircraft; and/or failure or refusal by any government authority to issue approvals, clearances, permits, layovers, or traffic rights or rescission, suspension, or revocation thereof (each individually a "force majeure"). Additionally, either Party may invoke force majeure and/or terminate this Agreement if proceeding would be inconsistent with applicable national, state, or local health advisories or restrictions of either institution's policies the novel coronavirus or COVID-19.
- c. This Agreement may also be amended or terminated without penalty upon mutual written agreement of the Parties.

10. COVID-19 Procedures: The Visiting Institution's team and representatives shall adhere to the local, state, and national guidelines that govern the location of the Host Institution.

11. Governing Law & Venue: This Agreement shall be governed and construed in accordance with the laws of the state of Washington. Venue for any dispute arising out of this contract shall be in King County, Washington, unless NCAA or conference rules provide for a different venue. *B A* 3/4/24

The persons executing this Agreement warrant that they are authorized and empowered by the Parties so to execute.

IN WITNESS WHEREOF, the Parties hereto hereunto have set their hands the day and year first above witness.

SEATTLE UNIVERSITY

Date: 3/4/2024

Jake	Milleson Terry Gawli	Jake Milleso
Frinted	Terry Gawin	i Ck

Title: Buyer, Contracts & Purchasing Services

University of Idaho

Date: 3/4/2024

For questions, email Assistant Director of Operations, Brendan Heitz at <u>bheitz@seattleu.edu</u>





DocuSian

Certificate Of Completion

Envelope Id: DD6CF42F84614F0E85A63C7D0F7B305C Subject: Complete with DocuSign: WBB - 11.13.24 - Seattle U vs. Idaho SUID: Source Envelope: Document Pages: 1 Signatures: 0 Certificate Pages: 6 Initials: 5 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

1/2/2024 | 03:14 PM

Signer Events

Brendan Heitz

bheitz@seattleu.edu

Director of Athletics

Seattle University

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 6/6/2023 | 09:50 AM

ID: dd3176fe-ba1d-4947-b3ae-4e38a1bae0da Company Name: Seattle University

Skyler Young

syoung5@seattleu.edu

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 | 03:35 PM ID: 15f4eb67-1e24-48c7-a25d-0aabc4f1127b Company Name: Seattle University

Matt Bomar

bomarm@seattleu.edu

Assistant AD - Finance & Business Ops

Seattle University

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 11/8/2023 | 02:21 PM

ID: fe9fb115-57c3-4e53-9846-0c8aa5828478 Company Name: Seattle University

Stephen Johnson

siohnson@seattleu.edu

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Holder: Brendan Heitz

bheitz@seattleu.edu

Signature

Completed

Using IP Address: 66.194.72.23



MB

Signature Adoption: Pre-selected Style Using IP Address: 66.194.72.25

Signed: 1/10/2024 | 10:01 AM

Sent: 1/12/2024 | 02:43 PM Viewed: 1/12/2024 | 04:43 PM Signed: 1/12/2024 | 04:44 PM

Signature Adoption: Pre-selected Style Using IP Address: 97.126.102.237

> Sent: 1/12/2024 | 04:44 PM Viewed: 1/12/2024 | 04:45 PM Signed: 1/12/2024 | 04:47 PM

Status: Sent

Envelope Originator: Brendan Heitz 901 12th Avenue Seattle, WA 98122 bheitz@seattleu.edu IP Address: 66.194.72.23

Location: DocuSign

Timestamp

Sent: 1/2/2024 | 03:24 PM Viewed: 1/3/2024 | 03:51 PM Signed: 1/3/2024 | 03:53 PM

Sent: 1/9/2024 | 09:47 PM

Viewed: 1/10/2024 | 10:01 AM

51

Signature Adoption: Pre-selected Style Using IP Address: 174.61.145.26 Signed using mobile

Signer Events	Signature	Timestamp
Accepted: 7/12/2023 05:36 PM ID: 3c4ab835-98fc-416b-ab89-2e8a6f8d7c9b Company Name: Seattle University		
David Whyte		Sent: 1/12/2024 04:44 PM
dwhyte@seattleu.edu	DW .	Viewed: 1/17/2024 11:01 AM
Security Level: Email, Account Authentication		Signed: 1/17/2024 11:01 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 66.194.72.15	
Electronic Record and Signature Disclosure: Accepted: 7/19/2023 10:42 AM ID: bcc24a53-a36c-4a94-afa8-d29671bb370e Company Name: Seattle University		
Brendan Heitz	DS	Sent: 1/17/2024 11:01 AM
bheitz@seattleu.edu	BH	Viewed: 1/17/2024 12:49 PM
Director of Athletics		Signed: 2/20/2024 04:51 PM
Seattle University	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 66.194.72.23	
Electronic Record and Signature Disclosure: Accepted: 6/6/2023 09:50 AM ID: dd3176fe-ba1d-4947-b3ae-4e38a1bae0da Company Name: Seattle University		
Terry Gawlick		Sent: 2/20/2024 04:51 PM
ath-director@uidaho.edu		Viewed: 2/22/2024 03:00 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/22/2024 03:00 PM ID: e785c401-ab7f-45c4-a2c7-29bba9a368c6 Company Name: Seattle University		
Shaney Fink		
finks@seattleu.edu		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/21/2023 01:42 PM ID: 542a850f-619f-40cc-b5ac-119e371a5154 Company Name: Seattle University		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Michael Brooks	VIEWED	Sent: 1/3/2024 03:53 PM
mbrooks2@seattleu.edu	VIEWED	Viewed: 1/9/2024 09:47 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 66.194.72.23	

Electronic Record and Signature Disclosure:

Certified Delivery Events	Status	Timestamp
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Shaney Fink		Sent: 1/9/2024 09:47 PM
finks@seattleu.edu	VIEWED	Viewed: 1/12/2024 02:43 PM
Director of Athletics		
Seattle University	Using IP Address: 71.212.20.160	
Security Level: Email, Account Authentication (None)	°	
Electronic Record and Signature Disclosure: Accepted: 7/21/2023 01:42 PM ID: 542a850f-619f-40cc-b5ac-119e371a5154 Company Name: Seattle University		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	Signature Status	Timestamp Timestamps
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Envelope Summary Events	Status	Timestamps

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Seattle University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Seattle University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Seattle University during the course of your relationship with Seattle University.