



Southern Utah University Athletics Department Contest Contract for Women's Basketball 2024-2025

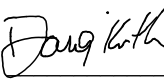
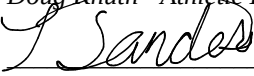
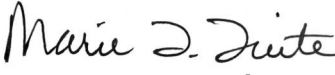
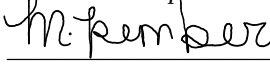
THIS AGREEMENT is made and entered into by Southern Utah University and

University of Idaho

Date: **11/16/24** Event Site: **America First Event Center, Cedar City, UT** Time: **TBD**

- 1) Officials shall be the responsibility of the host institution.
- 2) Athletes representing either institution in the said contest will be eligible under the rules and regulations of the respective conferences and/or institutions.
- 3) Financial Considerations: The host will pay a guarantee of **NONE**
- 4) Other arrangements: Southern Utah will play at the University of Idaho in the 2025-26 season. The date of the future contest is to be mutually agreed upon by both parties.
- 5) If either party fails to comply with the terms and conditions of this agreement or cancels the agreement for any reason, the canceling party agrees to pay the other party the sum of \$25,000 as liquidated damages and not a penalty. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency including but not limited to epidemics, pandemics, and quarantines, such as the events connected with the 2019 novel coronavirus disease (COVID-19) (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give as much notice as reasonably practicable of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

APPROVAL: Southern Utah University

	<u>02/12/24</u>
Doug Knuth - Athletic Director	Date
	<u>02/08/24</u>
T. Sanders - Head Coach	Date
	<u>02/09/24</u>
Marie Tuite - Sport Administrator	Date
	<u>02/12/24</u>
MaryJo Rember - Deputy AD for Finance	Date

APPROVAL: University of Idaho

	<u>2/28/2024</u>
Jake Milleson, Buyer Contracts & Purchasing Services	Date
_____ Athletic Director	Date
_____ Head Coach	Date

Please return one signed copy via email within 10 days to **Paula Kelsey @ paulakelsey@suu.edu**
Southern Utah University • 351 W University Blvd. • Cedar City, UT 84720 • (435) 865-8355