

2023-767



WASHINGTON STATE UNIVERSITY
Intercollegiate Athletics
Pullman, Washington 99164-1602

GAME CONTRACT



THIS AGREEMENT made and entered into on June 8th, 2023 by and between the Department of Intercollegiate Athletics of Washington State University (WSU) and the athletic authorities representing the University of Idaho.

- FIRST: That the **Men's Basketball** teams representing the above-named institutions shall compete in a **Game at Pullman, Washington at Beasley Coliseum on November 6, 2023 at time TBD.**
- SECOND: That the financial consideration paid to the Opponent shall be as specified below:
\$85,000.00
- THIRD: This agreement is contingent on Utah Tech signing the contract addendum that changes their game date with WSU from 11/6/23 to 11/24/23. If Utah Tech does not contractually agree to move their game from 11/6/23 then this contract is null and void with no financial penalty owed to either party.
- FOURTH: That the officials for this event shall be selected by:
Pac-12 Conference
- FIFTH: That this contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions, and the intercollegiate athletic conferences to which each party is a member. Further, both participating institutions agree to comply with minimum testing protocols established by the Pac-12 COVID Advisory Board.
- SIXTH: Visiting team shall be allowed 50 complimentary tickets via pass list for this contest, subject to local, state and conference regulations governing spectators at the time of competition
- SEVENTH: WSU currently has, and may have at the time of performance, an agreement that contractually binds WSU with a beverage company ("Exclusive Drink Provider") to exclusively place and utilize specific branded cups, coolers, ice chests, squeeze bottles, towels and product ("Exclusive Drink Provider Merchandise") within the players' bench area, and sidelines during the event ("Sidelines Exclusivity"). Opponent hereby acknowledges WSU's obligation to comply with the terms any such agreement.
- EIGHTH: In the event that the parties' obligations under the Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident, or casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this Agreement. Following execution of this Agreement, if the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention, the National Collegiate Athletic Association (NCAA), the Pacific-12 Conference (Pac-12) or any Local, State, or Federal Public Health Agency ("Public Health Agency") recommends against holding, changes the location for, cancels or postpones, or prohibits holding, public event gatherings of the size and/or nature and in the location contemplated by this Agreement, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or other liabilities for such delay or failure to perform. Neither party shall be entitled to compensation, cancellation fees, penalties, retained deposits or reservation fees, or any other payment under this Agreement, except for compensation due for performance actually rendered up to the date of such Public Health Agency recommendation/prohibition or the date of such other force majeure event, whichever is earlier.

NINTH: In the event either party fails to comply with the conditions of this Agreement, for any reason other than those contained in the seventh Articles, either by cancellation or failure to appear, shall forfeit money to the non-defaulting party in the amount of seventy thousand (\$70,000) dollars unless such cancellation shall be upon the mutual consent of both parties, in which case this Agreement shall be null and void.

APPROVED: **Washington State University**

University of Idaho
Julia R. McIlroy

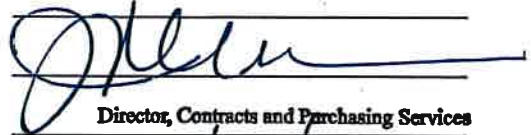
Name: Anne McCoy

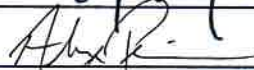
Signature: 

Title: Deputy Director of Athletics/SWA

Date: 6/9/23

Head Coach: 


Director, Contracts and Purchasing Services

6/12/23


Please return one signed copy to:

*WSU Athletics
Contract Specialist
P.O. Box 641602
Pullman, WA 99164-1602
athletics.purchasing@wsu.edu*