



## INTERCOLLEGIATE ATHLETICS AGREEMENT

This document serves as the formal agreement ("Agreement") established on March 1, 2024, between The Board of Trustees of the University of San Diego, represented by the Department of Athletics ("USD"), and the University of Idaho, represented by the Department of Athletics ("IDAHO"), regarding a Multi-team event (MTE) to be held on the campus of University of San Diego.

1. PURPOSE. The purpose of this agreement is to confirm IDAHO's participation in the MTE.
2. EVENT. The Event will comply with NCAA Bylaws and be designated as a multiple team event in accordance with NCAA regulations. Specifically, it will follow the format of a 29 plus 2 game MTE. The opponents for this event will include USD and Southern Utah University (Subject to Contract).

<u>DATE</u>	<u>PLACE</u>	<u>TIME</u>
November 22 - 24, 2024	University of San Diego	TBD

3. RULES FOR THE CONTEST.
  - A. The contest shall be governed by the rules of the National Collegiate Athletics Association ("NCAA") as in effect at the time of the contest, and each party shall be a member institution of the NCAA in good standing on the date of the contest.
  - B. The parties agree to meet all NCAA, athletic conference, institution and any relevant State and County Covid-19 or other health and safety related regulations, policies and guidelines, and any protocols deemed appropriate by the home team's medical staff in effect at the date of the contest.
4. ELIGIBILITY OF TEAM MEMBERS. The eligibility of each team member to participate in a contest shall be governed by the rules and regulations of the institution and the rules of the athletic conference, if any, of which the institution is a member.
5. OFFICIALS. The officials for each contest will be designated by the West Coast Conference office.
6. COMPENSATION TO VISITING TEAM. USD will pay IDAHO Fifty Thousand Dollars (\$50,000) within thirty (30) days of the completion of the contest.

7. ALLOCATION AND PRICING OF TICKETS. IDAHO will be allowed **fifty (50)** complimentary tickets.
8. PRESS ROW ASSIGNMENT. All reservations and assignments for the media will be coordinated by USD's Sports Information Director.
9. RADIO RIGHTS.
  - A. USD shall retain the revenue from and have full control of all radio rights to broadcast the game.
  - B. Notwithstanding the foregoing, IDAHO shall be allowed one free space for a live radio broadcast and shall retain the revenue from such broadcast.
10. GAME VIDEO. Each party shall have the right to produce films, videotapes, DVD, and/or other digital media ("Media") of the games played pursuant to this Agreement for coaching purposes, for use in a weekly coaches' show and for end of season highlight Media and for no other purpose. Such Media may not be replayed, used or otherwise distributed by the visiting team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show, its basketball team coaches and players and end of the season highlight Media. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the other institution to produce such files and/or videotapes. Any other usage by the visiting team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the parties.
11. CONCESSIONS, PARKING AND PROGRAM INCOME. USD shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be sole property of USD.
12. CANCELLATION, IMPOSSIBILITY. It is understood and agreed that neither party hereto can foresee the exigencies beyond the control of each party which may hereafter arise by reason of unusual occurrences such as, acts of God (including natural disasters), national or regional emergency, fire, civil disturbance, actual or potential war (declared or undeclared), terrorism (or threat of terrorism), strikes, labor disputes, epidemic, pandemic, quarantines or other public health crisis, or acts or restrictions by governmental authority, including that of the NCAA or athletic conference with which either party is affiliated, or any other unforeseen event beyond the reasonable control of the party ("Force Majeure event"), and which would make desirable or necessary the cancellation of this Agreement. Therefore, if either party, because of the occurrence of a of such an exigency, should indicate in writing its desire to cancel this Agreement, the Agreement to that extent shall be canceled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne by such party.
13. DAMAGES. If this Agreement is breached by either party and no contest occurs between IDAHO and USD, the breaching party shall pay the non-breaching party a liquidated sum of Fifty Thousand Dollars (\$50,000) as damages.

14. LIABILITY AND INSURANCE. Neither party to this Agreement shall be responsible for personal injury or property damage or other loss (collectively "Loss") except that Loss resulting from its own negligence and/or willful misconduct or the negligence and/or willful misconduct of those acting within its control. To the extent allowed by law, each party shall hold the other harmless from any and all liability to third persons for such negligence and/or willful misconduct of those acting within its control. Both parties to the Agreement represent that they have sufficient liability insurance and/or self-insurance that is sufficient to cover all the risks normally incident to transportation to and participation in collegiate basketball games.

15. RIGHT TO VOID. This contract can be voided by USD if not executed and returned twenty-one (21) days from receipt.

16. INTEGRATION. This contract is the total agreement between the two parties, superseding prior agreements, if any. Any additions or modifications must be in writing signed by both parties.

University of San Diego

University of Idaho

Signature: Ky Snyder

Signature: Jake Milleson

Name: Ky Snyder

Name: Jake Milleson

Title: VP/COO

Title: Buyer, Contracts & Purchasing Services

Date: March 21, 2024

Date: 3/15/2024