



Utah Valley University
Department of Intercollegiate Athletics
Athletic Contest Agreement



2023-003

THIS AGREEMENT is made and entered by and between
Utah Valley University (UVU)
 and
University of Idaho (U of I)

SPORT: Women's Basketball
DATE: December 21st, 2022
TIME: TBA
SITE: Orem, UT

1. **ELIGIBILITY** – The contest(s) shall be governed in all respects, including the eligibility for the participants, by the rules and regulations of the NCAA, the individual institutions and the WAC conference. In the event of any conflict in such rules or regulations; (a) if both teams are members of the same conference, the Conference rule/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.

2. **OFFICIALS** – Officials shall be selected, and all expenses paid, by the home institution, unless otherwise noted in the Special Arrangements section.

3. **COMPLIMENTARY TICKETS** – Utah Valley University agrees to provide forty (40) complimentary tickets to the visiting team (via pass list). Pass list must be turned in to the UVU ticket office an hour and a half prior to the scheduled start time of the game to be valid.

4. **CANCELLATION/FORFEITURE** – In the event that an institution shall cancel or fail to appear for the contests specified in this Agreement, the party so canceling or failing to appear shall pay to the non-defaulting party the sum of **Twenty-Five Thousand Dollars (\$25,000.00)** as liquidated damages for each such canceled game. Payment of liquidated damages shall be paid no later than thirty (30) days after the scheduled date for each canceled game. Cancellation or delay due to acts of God, acts of nature, or acts of any governing regulatory body, including but not limited to the NCAA or any governing athletic conference, shall not be cause for liquidated damages to be paid.

5. **FORCE MAJEURE** - 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), including, but not limited to, illness, quarantines, travel restrictions, shelter in place orders or any other conditions that would make participation in this sporting event unsafe for either party; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities ("Force Majeure Event"). 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.

6. **FINANCIAL AGREEMENT** – None

7. **SPECIAL ARRANGEMENTS** – UVU will return to U of I n the 2023-2024 season..

EXECUTION OF THIS AGREEMENT: Each of the persons executing this Agreement, on behalf of his/her respective institutions, hereby warrants that they are duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

Approval:

NS

University: Utah Valley University

Name: Daniel Nielson Date: 06/13/2022

Title: Head Coach

Signature: *Daniel Nielson*

Name: Jared Sumsion *JS*

Title: Sport Administrator

Name: Jared Sumsion Date: 06/24/2022

Title: Director of Athletics

Signature: *Jared Sumsion*
Jared Sumsion (Jun 24, 2022 18:42 MDT)

Name: Val Peterson Date: 06/28/2022

Title: Vice President

Signature: *Val Peterson*
Val Peterson (Jun 28, 2022 15:16 MDT)

Approval by legally authorized representative:

University: For the Regents of the University of Idaho

Name: Cody Williams Date: 07-01-2022

Title: Buyer, Contracts and Purchasing Services

Signature: *Cody Williams*

Head Coach: _____


Signature: _____ Date: _____

PLEASE RETURN ONE SIGNED COPY (MAIL OR EMAIL) BY June 30, 2022 TO:

Utah Valley University Athletics
Tracy Rockowitz
800 West University Parkway, MS 104
Orem, UT 84058

tracy.rockowitz@uvu.edu
(801) 863-8998

www.GoUVU.com

Signature: 
Val Peterson (Aug 15, 2023 08:46 MDT)
Email: petersva@uvu.edu



Contracts & Purchasing Services
1028 West Sixth Street
Moscow, Idaho 83844-2006
208.885.6123
208.885.6060 FAX
juliam@uidaho.edu

Memo

To: Women's Basketball
Utah Valley University

From: Julia R. McIlroy, Director
University of Idaho ~ Purchasing Services

Date: June 12, 2023

Re: Contract No. 2023-003

This memo will serve as Addendum One to the above-named contract. The following modification is made:

Event: Women's Basketball Game
Location: University of Idaho – Moscow, Idaho
Date: November 25, 2023
Time: TBD

All other terms and conditions remain unchanged. Please sign and date below.

Please let me know if you have any questions. Thank you.

Val L. Peterson

VP for Admin and Strategic Relations

15 Aug 2023

Signature

Title

Date