

WASHINGTON STATE

W O M E N ' S B A S K E T B A L L

GAME CONTRACT

THIS AGREEMENT made and entered into on **April, 22 2024** by and between the Department of Intercollegiate Athletics of Washington State University (WSU) and the athletic authorities representing **The University of Idaho** stipulates:

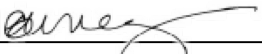
- I. That the Women's Basketball teams representing the above named institutions shall compete in a Game in Pullman, WA at Beasley Coliseum on **November 10, 2024** at TBD Pacific Time.
- II. That the financial consideration of \$17,500.00 shall be paid to the Opponent in a timely manner upon the completion of the contest:

Opponent agrees to pay liquidated damages in the sum of \$10,000 to WSU if Opponent fails to produce its team and to play said games and this failure is caused by reasons other than force majeure, including restrictions imposed by law, acts of God, labor disputes or for any other cause including mechanical or electrical breakdown beyond Opponent's control.
- III. That the officials for this event shall be selected by: **West Coast Conference**
- IV. 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.
- V. 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.
- VI. **NATURAL DISASTERS.** This Agreement shall be void in the event that it becomes impossible to play the said contest for the reason of fire, flood, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military, or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military, or other Acts of God and Nature or Acts of Common Enemy. If, relative to this Article, the Agreement is canceled, any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by the parties hereto.
- VII. **FORCE MAJEURE.** 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 West Coast Conference (WCC) 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.

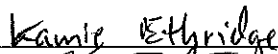
APPROVED: **Washington State University**

Name: Anne McCoy

Signature: 

Title: Interim Director of Athletics

Date: 04/29/2024

Head Coach: 

Signature: 

The University of Idaho

Rob Akhnouk



Director, Contracts and Purchasing Services

06/14/2024

Please return one signed copy to:

*Shannon Wood
Washington State Athletics Contracts Specialist
athletics.purchasing@wsu.edu*






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Final Audit Report

2024-06-14

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