

2022-867



ATHLETIC CONTEST AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the 18th day of MAY 2022, by and between the UNIVERSITY OF UTAH and the UNIVERSITY OF IDAHO

1. **TEAM PLAY:** The varsity teams representing the above named institutions shall play (ONE) game of **WOMEN'S BASKETBALL** as follows:

Date: **NOVEMBER 7, 2022**

Place: **HUNTSMAN CENTER, SALT LAKE CITY, UT**

Time: **TBD**

2. **FINANCIAL AGREEMENT:** The home institution agrees to pay the visiting institution a guarantee of:

\$30,000 (THIRTY THOUSAND DOLLARS)

3. **LIQUIDATED DAMAGES:** The parties acknowledge and understand that each of the parties have foregone other significant opportunities for the scheduling of alternate games and have invested substantial financial and other resources in anticipating that the game will be played according to the schedule set forth herein. The parties also agree that it would be impracticable or extremely difficult to fix the actual damage to either party resulting from the cancellation of the game hereunder. In the event either party should cancel or otherwise fail to participate in the scheduled game, for any reason other than uncontrollable forces as defined in Section 9, the defaulting party shall pay to the non-defaulting party the sum of Fifteen Thousand Dollars (\$15,000) as liquidated damages. Payment of liquidated damages shall be paid no later than thirty (30) days after the scheduled date for the canceled game.

4. **GAME OFFICIALS:** Game officials shall be appointed by the host institution.

5. **COMPLIMENTARY TICKETS:** The home institution agrees to provide 30 complimentary tickets to the visiting team.

6. **RADIO:** One (1) free radio outlet, if applicable, will be provided to the visiting team.

7. **TELEVISION:** Television arrangements, if applicable, will be in accordance with NCAA and Pac-12 guidelines.

8. **ELIGIBILITY:** The eligibility to participate in aforesaid contest shall be determined by and in accordance with the rules and regulations of the National Collegiate Athletics Association, the institution, and the athletics conference to which each party belongs.

9. **UNCONTROLLABLE FORCES:** It is understood that neither party hereto can foresee exigencies which may arise by reason of unusual circumstances beyond their reasonable control, including acts of God, acts of nature, or actions of any governing regulatory body, including but not limited to the NCAA or any governing athletic conference. Each party is aware of the current challenges resulting from the Covid-19 virus and expressly acknowledges that it is an uncontrollable force that may affect the scheduling and performance of the Game. Either party may delay or cancel any Game for reason due to uncontrollable forces by providing written notice of delay or cancellation to the other party immediately upon the occurrence of any such uncontrollable event.

10. **LIABILITY:** It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party and nothing in this Agreement shall be so interpreted or construed. In addition, neither party waives any rights or defenses available to it under any applicable sovereign immunity or related governmental immunity laws (collectively, "Sovereign Immunity Laws") or other applicable law. Subject to any applicable Sovereign Immunity Laws, each party shall be responsible and liable for any wrongful or negligent acts that it commits or that are committed by each of its employees.

11. **INSURANCE:** Each institution shall maintain comprehensive general liability, automobile, liability, property, worker's compensation, athletic participants' health/accident and other programs of insurance as appropriate and reasonable.

12. **MISCELLANEOUS:** This Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of this Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. **Covid-19 Testing:** The parties acknowledge that the Pac-12 has issued, or will be issuing, team Covid-19 testing requirements that must be followed by any non-conference teams that compete with a Pac-12 institution. The parties agree to comply with the Pac-12's testing requirements in connection with the Game.

APPROVED:

THE UNIVERSITY OF UTAH

Signature: *[Signature]*
Title: Deputy AD for Internal Operations/COO

Date: *July 18 / 2022*

APPROVED:

THE UNIVERSITY OF IDAHO

Signature: *[Signature]* **Julia R. McIlroy**
Title: Director, Contracts and Purchasing Services

Date: *5/20/22*

PLEASE RETURN ONE COPY TO: Greg Stadler, University of Utah gstadler@huntsman.utah.edu