EVENT PARTICIPATION AGREEMENT

The Event Participation Agreement (hereinafter "Agreement") is made and entered into as of the 26th day of September, 2017 by and between Big Sky Conference and Summit League men’s basketball teams (hereinafter "PARTIES").

WHEREAS, PARTIES include the following teams (Montana State University, University of Montana, Eastern Washington University, the University of Idaho, South Dakota State University, University of Nebraska-Omaha, University of North Dakota, and North Dakota State University; and

WHEREAS, PARTIES desire to enter into an agreement for a four-year period, guaranteeing one home and one road game each year; and

WHEREAS, PARTIES desire to enter into this Agreement to memorialize the terms and conditions as set forth below; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained below, and other good and valuable consideration, the PARTIES agree as follows:

1. **GAME SPECIFICS.** The PARTIES mutually agree that during the 2018-19, 2019-20, 2020-21, 2021-22 NCAA Division I collegiate men’s basketball seasons, PARTIES shall compete utilizing the schedule below. PARTIES will each play one home and one road game annually during the term of the contract. Game dates will be mutually agreed to by PARTIES and game times determined by the home team. Games must be scheduled by July 1 of the year the game is to be played.

2. **SCHEDULE.**

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<th>Year One</th>
<th>Year Two</th>
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3. **ELIGIBILITY, COMPLIANCE AND PERFORMANCE.**

a. This Agreement is subject to all rules and regulations of the NCAA and neither Party hereto shall be obliged to perform its obligations if such performance would render that Party in violation of existing NCAA rules.

(b) In the event any TEAM cancels, fails to appear, or fails to finalize scheduling for any game contained in the schedule listed in Section 1, said team will pay the contracted team a Cancellation Fee of $150,000. Payment of the Cancellation Fee must be received no later than December 31 of the year of the scheduled game.
4. TEAM GUARANTEE. There are no monetary guarantees for any game.

5. TRAVEL AND HOTEL ARRANGEMENTS.
   a. Visiting TEAM shall be responsible for all travel arrangements and expenses incurred by it with respect to each game, including but not limited to, airfare, bus transportation, meals, and other related expenses.

6. TICKETS AND ADMISSION.
   a. HOME TEAM shall provide VISITING TEAM with fifty (50) complimentary tickets for each game. Twenty-five (25) tickets will be directly behind the VISITING TEAM bench and twenty-five (25) will be in a location determined by the HOME TEAM.

   (b) The complimentary ticket mentioned above will be available via a pass list at the game.

7. RESPONSIBILITIES OF HOME TEAM. HOME TEAM shall be responsible for all costs and provide all services associated with hosting each home game in a manner consistent with customary NCAA Men’s Division I regular-season basketball games including, but not limited to the following:
   a. Adequate practice time prior to each game and shoot around time on the day of each game;
   b. Reasonable playing conditions including, but not limited to, the playing surface, lighting, heating/cooling, scoreboard, game clock, shot clock, official scorekeeper, public address system and announcer;
   c. Adequate locker room facilities for VISITING TEAMS and game officials;
   d. Adequate crowd control and security including ushers, police, and fire protection pursuant to all local and state statutes and ordinances; and
   e. Three (3) NCAA game officials (including fees, travel and per diem).

8. TELEVISION AND RADIO RIGHTS. The PARTIES acknowledge and agree that, to the extent not otherwise owned by another entity, all rights to telecast or distribute (live or delayed, whole or condensed, throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) are the owned by HOME TEAM. HOME TEAM will provide space to the VISITING TEAM for one (1) radio station for broadcast of each game. Any additional radio and/or television rights shall be mutually agreed upon by the PARTIES.

9. CONFERENCE AFFILIATION. The PARTIES acknowledge and agree if at any time during this agreement, any PARTY joins another conference, other than their current affiliation, the PARTY will make reasonable efforts to uphold the elements of this contract. In the event the PARTY cannot play any scheduled game because of the new conference affiliation, they will assist to find a suitable replacement or be subject to the cancellation fee.
10. **FORCE MAJEURE.** In the event that either school is unable to participate in any of the contests listed in SECTION 1. due to unforeseen circumstances beyond their control (i.e., weather, natural disaster, act of terrorism, etc.), it is understood that the institution will not be penalized, nor will the opponent. Both parties shall agree to make reasonable efforts to reschedule the game the following season, or as soon as practical.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Agreement date first written above.

**MONTANA STATE UNIVERSITY**

Name: [Signature]
Title: Head Coach
Date: 9/25/17

**UNIVERSITY OF MONTANA**

Name: [Signature]
Title: Head Coach
Date: 9/26/17

**EASTERN WASHINGTON UNIVERSITY**

Name: [Signature]
Title: Head Coach
Date: 10/4/17

**UNIVERSITY OF IDAHO**

Name: Don Verdi
Title: Head Coach
Date: 10/9/17
SOUTH DAKOTA STATE UNIVERSITY
Name: [Signature]
Title: Head Coach
Date: 10/10/17

UNIVERSITY OF NORTH DAKOTA
Name: [Signature]
Title: Head Coach
Date: 01/20/17

NORTH DAKOTA STATE UNIVERSITY
Name: Matt Larsen
Title: Director of Athletics
Date: 11-5-17

UNIVERSITY OF NEBRASKA-OMAHA
Name: [Signature]
Title: Head Coach
Date: 11-6-17
Search Results

Current Search Terms: summit* league*

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