

2022-967



WOMEN'S BASKETBALL ATHLETIC CONTEST AGREEMENT

This Agreement made on **June 20, 2022**, between the athletic authorities of Grand Canyon University ("GCU"), and **University of Idaho** (the "Visiting Team").

Purpose: The purpose of this Agreement is to confirm contest arrangements between the women's basketball teams from GCU and the Visiting Team to be played during the **2022-2023 women's basketball** season.

1. EVENT: The parties agree to have their respective varsity teams play each other in accordance with the following terms and conditions:

Date(s): December 18, 2022

Location: Grand Canyon University

Time: 2:00PM

Officials: Assigned by the Western Athletic Conference

Game Guarantee: GCU will return to University of Idaho in 2023

Complimentary Tickets: Limit of up to 50 complimentary admission subject to local health restrictions

Cancellation Fee: \$20,000

Other provisions: None

2. Cancellation and Liquidated Damages: The parties hereto recognize and understand that the unilateral decision of one party to cancel this agreement or any portion thereof, or otherwise failing to appear, would cause the other party significant and difficult to accurately ascertain damage, both financial and otherwise, and agree that such a breach shall entitle the non-breaching party to the sum of **\$20,000.00** from the party cancelling the agreement as liquidated damages in full and final settlement of any claims non-breaching party may have against the breaching party cancelling the agreement, unless otherwise excused under the force majeure clause set forth in paragraph 5 below. The canceling team shall pay the liquidated damages within sixty (60) days of the date the cancelled game would have been played.

3. Television/Radio: Any television or radio broadcast shall be done only with the permission of GCU and is subject to payment of rights fees as designated by GCU. GCU will provide one radio line at no cost.

4. Rules of the Contest: The contest shall be governed by the National Collegiate Athletic Association (NCAA) rules as in effect at the time of the contest.

5. Unforeseen Cancellation: If an unforeseen disaster or catastrophic event, including but not limited to government mandates or local health department guidelines in effect for health pandemics, makes it impossible to play the contest as scheduled, the contest will be postponed and rescheduled at a date and time mutually agreed upon by both parties. In the event of such cancellation as defined in this paragraph, the cancellation shall not be deemed as a breach of contract for which damages are payable under Section 2. Notice of cancellation shall be given from either party as soon as such event occurs, but no later than 48 hours after reasonably put on notice that performance will be interrupted due to said event. Either party has the right to terminate the Agreement in the event that performance would be inconsistent with applicable national, state, or local health advisories or either school's policies regarding vaccination, travel or attendance at large group gatherings, due to the global public health emergency caused by COVID-19, or an COVID-19 outbreak on either team. For the avoidance of doubt, a party declaring a cancellation event triggered by COVID-19 shall not be required to show that the event was unforeseeable.

6. Modifications: This Agreement is the total contract between both institutions and any modifications to this Agreement must be made in writing and signed by both parties.

7. Applicable Laws: This Agreement and the terms and provisions hereof shall be governed by the laws of the State of Arizona.



8. **Due Date:** At the option of GCU, this contract will be null and void if not signed and returned to Grand Canyon University prior to **July 29, 2022.**

9. **Execution of this Agreement:** Each of the persons executing this Agreement, on behalf of his/her institution, hereby warrants that they are duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

For: **GRAND CANYON UNIVERSITY**

For: **UNIVERSITY OF IDAHO**

DocuSigned by:
By: Molly Miller Date: 7/18/2022
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By: Cody Williams Date: 06.30.2022

DocuSigned by:
By: Nick Ojea Date: 7/18/2022
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Title Cody Williams **Buyer, Contracts and Purchasing Services**

Nick Ojea, Executive Senior Associate Athletic Director, Administration

