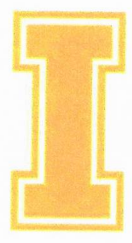


2023-062



University of Idaho



GAME AGREEMENT

This Agreement, is made and entered into on the 27th day of July, 2022, between the University of Idaho (hereinafter called U of I), and Utah Valley University (hereafter UVU).

WITNESSETH

In consideration of the mutual promises herein contained, it is agreed as follows between the parties hereto:

- 1. Varsity men's basketball teams representing U of I and UVU will play each other on the following date:

Saturday, October 22nd, 2022 at Northwest Nazarene University (Nampa, ID)
 *Closed-door scrimmage. NCAA rules prohibit any spectators from being present outside of those necessary for the game to be played.

The men's basketball game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the rules of the conferences of which U of I and UVU are members, and the rules of U of I and UVU.

- 2. University of Idaho shall pay for the facility rental fee (\$600) to Northwest Nazarene University. University of Idaho shall arrange and pay for the cost of 3 officials (\$400/each, \$1,200 total). Utah Valley University will split the total incurred cost (\$1,800) following the completion of the scrimmage, by sending a payment of \$900 to the University of Idaho. Said payment is to be paid on or before December 1st, 2022.
- 3. There will be no radio broadcast of the closed-door scrimmage.
- 4. There will be no television broadcast of the closed-door scrimmage. Both teams agree not to share video of the closed-door scrimmage with any entity outside of their respective men's basketball programs.
- 5. The officials for the contests will be assigned by the University of Idaho in conjunction with the Big Sky Conference.
- 6. No bands or cheerleaders will be present for the closed-door scrimmage.
- 7. If either party fails to comply with the terms and conditions of this contract by unilaterally canceling the agreement to play the game, that party shall pay to the other the sum of \$10,000 as liquidated damages and not a penalty. If cancellation is by mutual consent, this contract shall be null and void.

8. The U of I and UVU recognize that exigencies beyond the control of either party, such as Acts of God, Acts of Common Enemy, civil disorders, pandemics, national, state, local, or institutional health advisories, or orders of military or public authority, may render it impossible or highly undesirable to play the game agreed to hereunder, in which event or events the game shall be cancelled or rescheduled as such exigencies may dictate or permit.
9. The Parties acknowledge that this Agreement is a public record.
10. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

UNIVERSITY OF IDAHO

UTAH VALLEY UNIVERSITY

By: Cody Williams

Cody Williams
Buyer, Contracts and Purchasing Services
Director of Athletics or Designee

Date: 07.29.2022

By: Jordan

Director of Athletics or Designee

Date: 8.23.22