



University of Idaho



GAME AGREEMENT

This Agreement, is made and entered into on the 30th day of May, 2023, between the University of Idaho (hereinafter called U of I), and the Evergreen State College (ESC)

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 ESC will play each other on the following date:

Tuesday, November 14, 2023 at Moscow, Idaho

The 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 ESC are members, and the rules of U of I and ESC.

2. The home team shall pay a **\$3,000** guarantee to the visitor for said game. Said guarantee is to be paid on or before December 31, 2023.
3. Radio broadcasts of the games shall be under the control of the home team, however, the visitor shall have a rights free outlet for the live radio broadcast of the game by one (1) radio station or network situated in its home area, such station to be designated by the visitor. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.
4. Television broadcast of games shall be under control of the host party. The visiting party must negotiate with the host party for any variance of this guideline.
5. The officials for the contests will be assigned by the host institution.
6. The bands and cheerleaders of the visiting team shall be admitted in uniform. In addition, the visiting team shall receive **40** complimentary tickets.
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 **\$20,000.00** 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 ESC 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.
11. This agreement is void if not signed within 14 days of the date it is received by ESC.

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

UNIVERSITY OF IDAHO

EVERGREEN STATE COLLEGE

By: Jake Milleson

Jake Milleson
Buyer Contracts & Purchasing Services
Director of Athletics or Designee

By: [Signature]

Director of Athletics or Designee

Date: 6/12/2023

Date: 6/11/23