



BRIGHAM YOUNG UNIVERSITY MEN'S BASKETBALL

THIS AGREEMENT is entered into as of the 8th day of November 2023 by and between Brigham Young University (home team) and the University of Idaho (visiting team), collectively, the "parties," and each, individually, a "party").

1. **GAME DETAILS:** The parties hereto agree that their respective Men's Basketball teams shall compete in a game under the following terms and conditions:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>	<u>VENUE</u>
Saturday	November 16, 2024	TBD	Provo, UT	Marriott Center

2. **ELIGIBILITY:** The games shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the individual parties, and the parties' respective intercollegiate conferences, as applicable. Each party agrees to provide an NCAA-eligible team for each game.

3. **GAME OFFICIALS:** The officials will be assigned by and paid for by the home team.

4. **COMPLIMENTARY TICKETS:** The home team will provide 50 complimentary tickets to the visiting team (24 of the 50 located in the lower bowl behind the visiting team bench).

5. **VISITING TEAM TRAVEL:** Unless mutually agreed to the contrary in the "Special Arrangements" section below, the visiting shall make all of its own travel arrangements and pay all associated expenses.

6. **CANCELLATION/FORFEITURE:** In the event that either party shall cancel, forfeit, unilaterally delay or postpone, or fail to appear at a game specified in this Agreement (these and similar actions referred to as "cancel"), actual damages—including those relating to public relations, radio and television broadcasts, lost profits, and other consequential damages—would be difficult or impossible to calculate. The parties further agree that processes, including litigation, to determine damages would be both unnecessarily expensive and time-consuming. Therefore, the parties agree that if one party cancels (hereafter, the "defaulting party"), the defaulting party shall pay as liquidated damages to the other party One Hundred Fifty Thousand Dollars (\$150,000), to be paid no later than thirty (30) days following the scheduled date for the game, regardless of whether alternate arrangements can be or are made for a replacement game, unless the defaulting party's cancellation is (i) caused by conditions entirely beyond the control of the defaulting party, such as war, government restriction, or an act of God or is (ii) mutually agreed to in writing by the parties. Moreover, the defaulting party shall not be entitled to any guaranteed payment, and it shall pay all attorneys' fees and/or collection costs the other party incurs in collecting the liquidated damages.

7. **GUARANTEED PAYMENTS:** \$90,000

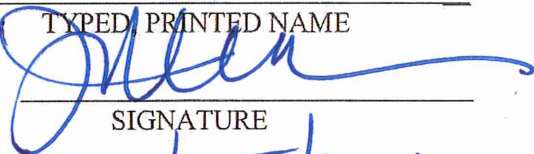
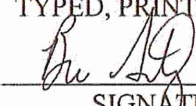
8. **SPECIAL ARRANGEMENTS:** None

9. **BROADCAST RIGHTS:** All television rights, fees and revenues are property of the home institution.

10. **GAME MANAGEMENT:** All aspects of game management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, adequate commercial general liability insurance, etc., is the responsibility of the home team.

11. **MISCELLANEOUS:** This is the entire agreement of the parties, and it supersedes any and all similar written or oral agreements relating to the games. This Agreement shall be governed by the laws of the State of Utah. Neither party may assign any of the rights or obligations of this Agreement. Failure by a party to enforce any provision of this Agreement shall not be deemed a waiver. Amendments or modifications to this Agreement are not valid unless in writing and signed by both parties. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

12. **NOTICES:** This Agreement shall be signed and returned to Brian Santiago, Deputy Athletic Director, by Friday, November 17, 2023, to be binding and of legal effect. Should the Agreement not be returned by Friday, November 17, 2023, it shall, at the option of Brigham Young University, be null and void and of no effect.

<u>University of Idaho</u> NAME OF INSTITUTION	<u>Brigham Young University</u> NAME OF INSTITUTION
<u>Julia R. McIlroy</u> Director, Contracts and Purchasing Services	<u>Brian Santiago, Deputy Athletic Director</u>
TYPED, PRINTED NAME	TYPED, PRINTED NAME
BY: 	BY: 
SIGNATURE	SIGNATURE
DATE: <u>11/15/2023</u>	DATE: <u>NOV 8, 2023</u>

Please return one copy of this contract; retain one copy for your records

RETURN TO:
Brian Santiago
brian_santiago@byu.edu