



Memorandum of Agreement
University of Nebraska Omaha



And

___ *University of Idaho* ___

In the Sport of:

___ *Men's Basketball* ___

- Article I: **Rules of Contest:** The rules governing participation in such events shall be those established by the facilities respecting institution, its conference and/or association, and the NCAA.
- Article II: The above institutions agree that the contest between their teams shall be held in accordance with the following conditions:
- Day/Date: **Sunday, November 13, 2022**
- Time: **12:00 pm**
- Location: **Baxter Arena**
- Officials: *Unless mutually agreed to the contrary in Article III, "Special Arrangements/Conditions" herein below, Game Officials will be selected, and all expenses paid, by the Home institution.*
- Guarantee: **n/a**
- Article III: **Special Arrangements/Conditions:**
- This document represents the 5th year of the initial Big Sky / Summit League Challenge and the home contracted game.
 - The visiting team is allowed **50 complimentary tickets**. Bands, cheerleaders, and mascots shall be admitted without tickets when in uniform. However, seating for such personnel shall come from the visiting team allotment. The visiting team will have space for one radio broadcasting outlet for broadcast. All other broadcast rights, privileges, and receipts therefrom shall belong to the home team.
- Article IV: **Cancellation/Forfeiture:** The Parties agree that if a Party's team cancels, forfeits or fails to appear for a contest, actual damages would be difficult to calculate, therefore, the Party whose team cancels, forfeits or fails to appear shall pay the other *liquidated damages in the amount of \$50,000 unless such cancellation, forfeiture, or failure to appear is by mutual consent and confirmed in writing and executed by authorized representatives of both Parties, or is caused by conditions beyond the Party's control, including but not limited to, Acts of God, including fire, flood or water damage; elements of nature, including tornadoes and lightning storms; outbreak, escalation or credible threat of hostilities, including war, riots or terrorism; labor disputes; failures of facilities and/or essential services, including lighting and telecommunications systems; and reasonably anticipated or actual health emergencies including epidemic and pandemics.*
- Article V: **Execution of this Agreement:** Each of the persons executing this Agreement, on behalf of his/her respective institutions, hereby warrants that they are duly authorized to obligate his/her institution to all the agreements as specified in this Agreement

APPROVED:

UNO Athletic Department

Head Coach

Date 9-21-21

Signature *Paul How*

Authorized Personnel:

Michael C. Kemp
Title Interim Athletic Director

Signature *Michael C. Kemp*

Date 9/21/2021

Visiting Institution

Head Coach

Date 9/30/21

Signature *Jac Chan*

Buyer, Contracts and Purchasing Services

Title Cody Williams

Signature *Cody Williams*

Date 10.5.2021

PLEASE RETURN AN EXECUTED COPY (OR HIGH QUALITY SCAN) OF THIS AGREEMENT TO:

WENDY CROSS
THE UNIVERSITY OF NEBRASKA at OMAHA
DEPARTMENT OF ATHLETICS
2425 S. 67TH STREET
OMAHA, NE 68182
wcross@omavs.com

For Omaha Athletic Use:

Contract approved by (initial):

_____ Head Coach

_____ Sport Administrator

_____ Business Office