



CONTRACT

2022 Game Package with Multiple Team Event Organized by Russ Potts Productions, Inc.

1. University of Idaho ("Idaho") Men's Basketball Team agrees to participate in a package of games including the 2022 Men's Basketball Multiple Team Event ("Event") organized by Russ Potts Productions, Inc. (RPPI). The final Event name is to-be-determined at a later date at the discretion of RPPI.
2. For the 2022-23 season, Idaho shall play a three (3) game package organized by RPPI, with two (2) of the games played as part of the Event, and one (1) game outside of the Event. The three game package shall consist of two (2) road games, with both road games played under the Event umbrella, plus one (1) non-Event home game against a to-be-determined ("TBD") opponent. The Event road games will be at California Polytechnic University ("Cal Poly") and at University of the Pacific ("Pacific"). In lieu of a guarantee paid to Idaho for playing at Pacific in 2022-23, Idaho shall instead receive a home game. The non-Event game home opponent will be a Division I team approved by Idaho, on a date approved by Idaho. At the time when this home opponent is fully contracted, a Memorandum of Understanding shall be issued from RPPI to Idaho with confirmation of the opponent and date. RPPI shall negotiate financial considerations/guarantee with the TBD opponent to play at Idaho. If ultimately Idaho does not approve an opponent/date, they will instead receive a guarantee of Sixty Thousand Dollars (\$60,000) at settlement as long as they complete their road game at Pacific. Furthermore, the game against Cal Poly will be the first season in a two-year home/home series, and as such, Cal Poly will play a return game at Idaho in the 2023-24 season. Both the home and road games in the series will have separate game contracts issued by and between Idaho and Cal Poly, with no additional financial guarantee or other compensation due either team for those games. Similarly, behind this season's Event game at Pacific, Idaho and Pacific have agreed to start a home/home series in 2023-24 where Pacific will first play at Idaho in the 2023-24 season, and Idaho will return back to Pacific in the 2024-25 season. This home/home series, starting in 2023-24 will be contracted by and between Pacific and Idaho via separate agreement. Should any settlement be required, funds will be paid from RPPI to Idaho within 90 days of Event conclusion.
3. The Event shall be a NCAA qualifying exempt event with Idaho playing a total of two (2) games in compliance with NCAA bylaws pertaining to Multiple Team Events, unless otherwise affected by the ongoing COVID-19 pandemic ("Pandemic"). The Event will have a non-bracketed tournament structure.

4. If Idaho notifies RPPI of their intention to not participate in any of the packaged and/or Event games for the 2022-23 season and terminates this contract, a termination fee of One Hundred Thousand Dollars (\$100,000) shall be paid by Idaho to RPPI immediately, remitted within ten (10) days of such notice. In addition to the event termination fee, Idaho shall be responsible for all costs, damages, and potential legal fees caused by their event termination as it relates to RPPI and other Event participants contracted in the package/Event at the point of termination. . Additional contracts terms related to both home/home series', including any separate termination fees if applicable, shall be governed by the separate contract(s) issued between Idaho and their opponent teams.
5. Planned Event game dates for Idaho shall be Wednesday 11/23/2022 at Cal Poly (with an approximated game time of 4pm PST or earlier), and Friday 11/25/2022 at Pacific. For the non-Event home game, Idaho and RPPI shall mutually agree on dates. Unless otherwise noted, game times are to-be-determined ("TBD"), decided by the home team for each game with input by RPPI to ensure Event/package viability for all participating teams.
6. Idaho shall be responsible for all costs and services provided to host a standard home college basketball game as it pertains to all games played at Idaho as part of this agreement including, but not limited to the following:
 - a) Provide adequate liability insurance coverage for all risks normally associated with hosting a college basketball game.
 - b) Provide locker room facilities for participating teams and game officials.
 - c) Costs associated with game officials, including replay, for games played at Idaho as part of this agreement. Idaho shall be responsible for coordination and assignment of game officials and shall provide RPPI with written confirmation of game official assignments seven days prior to each game as part of this Event.
7. Idaho shall retain all revenues from ticket sales, food & beverage, parking, existing sponsorships and merchandise for games at Idaho. Idaho shall be responsible for any associated tax, including but not limited to sales tax. RPPI shall reserve the right to secure and retain Event entitlement sponsorship(s).
8. In conjunction with the Event, twenty (20) player gifts per team will be provided. Players from participating teams will be eligible for the MVP and All – Tournament Team awards, determined at the conclusion of the Event, by the media, where possible. Gifts and awards will be provided via RPPI.
9. Idaho shall provide fifty (50) complimentary tickets to the opponent team(s) for any games played at Idaho. Idaho shall receive fifty (50) complimentary tickets from an opponent for any road games played. The Idaho ticketing office shall work directly with each participating school regarding ticket allocation and seating location. For any games at Idaho related to this agreement, Idaho shall provide RPPI with up to five (5) all-access credentials to be used by RPPI or its guests.
10. Idaho and the Big Sky Conference ("Big Sky") shall be the television rights holder for all games played at Idaho. Television rights for any road games will be retained by the

home team(s) and their applicable conference. Per each game, radio broadcast rights will be the sole property of the home team and the opponent participant teams. Idaho shall have radio broadcast rights in their home market. RPPI reserves the right to use Idaho approved marks, logos, pictures, and information/content on print and digital event related publications produced by, or on behalf of RPPI related to the promotion of the Event.

11. For each game, the home team's Sports Information Office (or equivalent department) will administer press row duties and will issue all press credentials.
12. Idaho and RPPI each have the right to nullify this agreement if the opponent field has not been completed by August 16, 2022. Should any teams unexpectedly change, Idaho shall have approval over any replacements in conjunction with RPPI, with approval not unreasonably withheld by Idaho. If this agreement is nullified under this provision, Idaho and RPPI shall not be due any damages, financial or otherwise, from the other party.
13. Force Majeure. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then such non-performance shall be excused and not be treated as a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an act of God, inevitable accident, fire, act of public enemy, terror, or war, governmental act, epidemic, pandemic, or other reason beyond the control of the parties that is generally regarded as Force Majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation, which is outstanding at the time of occurrence. A non-performing party under this Section shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.
14. On-going Pandemic/COVID-19 Notice. As the parties are aware, the on-going Pandemic related to COVID-19 and its evolving variants is still in occurrence at the time of the issuance of this contract, and it and may affect the scheduling of games, financial considerations related to games, cancellations, substitution of teams, dates, and other related impacts throughout the course of scheduling for this upcoming 2022-23 season and the actual staging of the games. Because of this, RPPI shall make best efforts to ensure the agreement is fulfilled as outlined, and games are staged as planned, but should RPPI run into various issues or contractual conditions that could impact Idaho's planned games or financial parameters, RPPI will communicate with Idaho in a timely manner and suggest remedies/resolutions that are fair and equitable for the parties of this agreement and for the parties/teams with games directly or indirectly related to Idaho's package/Event games. RPPI shall require the parties of this agreement, and the parties of any related game agreements, to act "in good faith" with the goal of fulfilling contracts and staging games, and acting in good faith, any changes related to the on-going pandemic/COVID-19 would be considered a Force Majeure Event, where necessary. RPPI will be providing this same or similar "On-going Pandemic/COVID-19 Notice" language to all teams with games related to this package/Event with the goal of mutual cooperation between RPPI and the various teams to efficiently find a reasonable resolution to any situation that may arise
15. Modification. Except as otherwise set forth in this Agreement, this Agreement may be modified or amended only by a written instrument properly executed by the parties.

16. Severability. If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.
17. Assignment. This Agreement is specific to Idaho and it may not assign or delegate any of its rights or obligations hereunder. RPPI shall have the right to, upon notice to Idaho, assign any of its rights or obligations hereunder to any parent, subsidiary, affiliate, or successor of RPPI, provided the new party accepts and assumes all related terms, conditions and obligations of this Agreement.
18. Notice. Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, a nationally recognized courier with tracking ability, or by email, to the address/email below, or to such other address as such party direct by providing written notice to the other party.

To Idaho:

J. McIlroy, Director
875 Perimeter Dr
Moscow, ID 83844-2006
juliam@uidaho.edu

To RPPI:

Russ Potts Productions, Inc.
 Attn. Zach Franz
 117 E. Piccadilly Street, Ste. 100C
 Winchester, VA 22601
 zachfranz@rppi.net

Accepted by:


 Julia R. Mollroy
 University of Idaho


 Russ Potts Productions, Inc.

Date: 2/23/2022

Date: 3-11-2022