



Intercollegiate Contest Agreement
Seattle University Department of Athletics
2023-2024 – Men's Basketball

THIS AGREEMENT is made and entered into as of January 13, 2023 by and between SEATTLE UNIVERSITY, hereinafter called "Host Institution", and the University of Idaho hereinafter called "Visiting Institution", and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the Parties desire to provide hereby for the participation by the varsity basketball teams representing the respective Parties in a Multiple Team Event per NCAA Bylaw 17.4.5.1.1 hereinafter called "games",

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. The varsity basketball teams representing the Visiting Institution will play two games at the Host Site in the State of Washington, hereinafter called "game site" on:
a. Wednesday, November 22, 2023 vs Seattle University, and
b. Friday, November 24, 2023 vs. University of California San Diego
2. Financial arrangements and/or Guarantees: Host Institution agrees to pay the Visiting institution \$70,000, for their participation in the games.
3. Eligibility/Rules: All contest(s) shall be governed in every respect, including the eligibility of all participants therein, by the rules and regulations of the National Collegiate Athletic Association; as well as any conference or association to which Seattle University and/or both of the parties may belong. In all cases, NCAA rules and regulations will serve as final authority.
4. Officiating: Officials for all contests to be assigned by a Division 1 conference assignee and is the responsibility of the host institution.
5. Tickets: The visiting team shall be provided 40 complimentary tickets for each contest. The ticketing office of the visiting institution will be charged for any additional tickets.
6. Broadcasts: The visiting institution shall designate one (1) audio (including internet and/or terrestrial radio) and/or one (1) live or tape delay telecast for broadcast within its home listening/viewing area, with all host rights fee being waived. All other broadcast and fee rights shall remain the property of host institution. In the event the host and visiting institutions share the same home viewing area for the purposes of telecast, the host institution shall retain exclusive rights for broadcast in such home area, including tape delay.
7. Video Exchange: Upon mutual agreement of coaching staffs.
8. Cancellation/Forfeiture: In the event that the Visiting Institution shall cancel or fail to appear for the contest(s) specified in this Agreement, the Visiting Institution shall reimburse the Host Institution \$100,000 US for costs and/or losses incurred as a direct result of the cancellation/forfeiture, unless such cancellation/ forfeiture is due to an act of God or other event or condition beyond the control of the institution; or mutually agreed upon and by the express written consent of both contracting parties.
a. Either party has the right to invoke force majeure and/or terminate the Agreement in the event that proceeding would be inconsistent with applicable national, state, or local health advisories and restrictions or either school's policies regarding business travel or attendance at large group gatherings, due to the global public health emergency caused by the novel coronavirus or its related illness, COVID-19. For the avoidance of doubt, a party declaring a force majeure event triggered by the new coronavirus or COVID-19 shall not be required to show that the event was unforeseeable.
9. COVID-19 Procedures: The visiting team shall adhere to the host institution COVID-19 procedures and follow all local and state COVID-19 rules and regulations.

The persons executing this Agreement on behalf of the respective Parties hereby warrant that they are duly authorized and empowered by the Parties so to execute. A countersigned contract is due back to the Host Institution within 14 days of the date it is received by Visiting Institution or contract shall be void. 2/13/23

IN WITNESS WHEREOF, the Parties hereto hereunto have set their hands the day and year first above witness.

Seattle University
Institution

University of Idaho
Institution

Shaney Fink, Director of Athletics (or designee) Date

Handwritten signature of Julia R. McIlroy, Director of Athletics (or designee)

Handwritten date 1/23/23

Director of Athletics (or designee) Date

Table with 2 columns: Department (Head Coach, Facilities, Finance/CFO, Compliance, Sport Supervisor) and initials.

Please sign and email to:
Assoc. Head Coach, Alex Pribble - apribble@seattleu.edu
Asst. Dir of Operations - bheitz@seattleu.edu

