

2024-015



# OREGON UNIVERSITY OF OREGON ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into between the University of Oregon (Host), and University of Idaho (Visitor), individually a Party, collectively the Parties.

Each Party agrees to participate in an athletic contest (Contest) as follows:

SPORT: W. Basketball  
TIME: TBD

DATE: December 8, 2023  
EVENT SITE: Matthew Knight Arena, Eugene, OR

1. The Host shall provide the officials for the Contest(s) or shall cause the officials to be provided by the conference-appointed agency.
2. Financial arrangements and guarantees will be as follows: Host shall pay \$30,000.00 to Visitor within ninety (90) days following the successful completion of the Contest(s).
3. Upon request by Visitor, Host shall provide Visitor up to 50 complimentary tickets for the Contest(s). However, if spectators are not permitted or unable to attend at the time of the Contest(s) pursuant to federal, state, county, or local health and safety guidelines or Host health and safety policies, Host is not required to provide complimentary tickets to Visitor for the Contest(s).
4. All television and radio rights shall be retained by the Host.
5. With the exception of the protocols and requirements outlined in Section 6 of this Agreement, the Contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the Parties' respective conferences, institutions and associations.
6. The Parties and their student-athletes, coaches, and all other individuals associated with the Parties who are present at the Contest(s) will comply with any applicable federal, state, county, local, NCAA, Pac-12 Conference, and Host health and safety requirements in effect at that time of the Contest(s). This includes, but is not limited to, all COVID-19 testing and safety protocols and health requirements.
7. A Party shall be excused from performance where it becomes impossible, impracticable, or prohibited to play the Contest by reason of fire; air quality; flood; earthquake; riot; act of God; pandemic; terrorist act or other act of political sabotage; war; non-appropriation of funds; or by order or rule of a governmental, military or public authority, a court of competent jurisdiction, the NCAA or the Pac-12 Conference, where such cause was beyond a Party's reasonable control. In such case, neither party shall be responsible to the other for any loss or damage, including payment of financial arrangements under item 2 of this Agreement, and cancellation of a Contest under this section will not be deemed a breach of the contract. The Host, in consultation with the Visiting Team, shall determine whether it is impossible, impracticable, or prohibited to play the Contest pursuant to the Host's policies and procedures, subject to NCAA rules and applicable law. Except as agreed by the Parties, no cancellation under this provision shall affect the Parties' obligations regarding subsequent Contests covered by this Agreement.
8. In the event that the Visitor materially breaches this Agreement, including, but not limited to, cancelling or failing to appear for the specified Contest, for any reason other than those set forth in the above paragraph in Section 7, Visitor shall pay to the University of Oregon as liquidated damages the sum of \$20,000.00. The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that breach of this Agreement will cause the Host to suffer damages in the form of the loss of income and other economic and non-economic benefits, which damages are extremely difficult to determine fairly, adequately, or with certainty. The Parties further agree that the payment of such liquidated damages shall constitute sufficient, adequate and reasonable compensation for any loss, damages or injury suffered as a result of the breach. The foregoing shall not be and shall not be construed to be, a penalty.

9. Term; Termination. The term of this agreement shall begin on the date of the last signature affixed hereto and shall end thirty days after the last Contest(s) has been played. This agreement may be terminated by the mutual written agreement of the Parties.

UNIVERSITY OF OREGON  
  
 Athletic Director/Associate 7/13/23  
 Date  
  
 Head Coach 7-13-23  
 Date  
  
 Contract Officer 7/13/23  
 Date

VISITOR  
  
 Athletic Director/Associate 7/19/23  
 Date  
 Head Coach \_\_\_\_\_ Date \_\_\_\_\_  
 Visitor Tax ID # 82-6000945

Please return one signed copy to:  
 UO Athletic Business Office: Attn: Contract Officer  
 2727 Leo Harris Pkwy  
 Eugene, OR 97401  
 866-240-9736 (Fax)  
 wblood@uoregon.edu

Remit to mailing address:  
875 Perimeter DR MS 2302  
MOSCOW, ID 83844-2302

## PAC-12 CONFERENCE TELEVISION AND RADIO

### RADIO

The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.

The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

### TELEVISION, VIDEO, FILM AND INTERNET VIDEO STREAMING

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

- A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:
- i. The scheduled start time for the games(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.
  - ii. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
  - iii. Media timeout formats are determined by the Host Institution's conference.
  - iv. The Visiting Institution shall have the right to produce video of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by the Visiting Institution to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show, season highlight presentations, or for viewing by the Visiting Institution's coaches and players. In addition, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to distribute audio and visual highlights not to exceed three minutes (3:00) in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated linear and/or digital Network. The Host Institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Institution to produce such video. Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the Visiting Institution's Conference and the Pac-12.

B. Contact

Questions dealing with interpretations of the Pac-12 Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Visiting Institution's conference Television Agreements should be addressed to the Visiting Institution's conference Associate Commissioner, Television.