



## Brigham Young University Department of Athletics

### 2024-25 Events Agreement for *Women's Basketball*

THIS AGREEMENT is made and entered into by **Brigham Young University** and

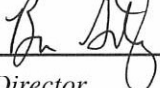
**University of Idaho**

Date: November 6, 2024

Event Site: Marriott Center, Provo, UT Time: TBD

1. **Governing Rules:** NCAA Division I
2. **Game Officials:** Shall be the responsibility of the host institution
3. **Financial Arrangements:** BYU is paying University of Idaho \$24,000 for the 2024 contest in Provo, Utah within 30 days of the 2024 contest.
4. **Cancellation Clause:** If either party cancels, forfeits, unilaterally delays or postpones, or fails to appear at, the game, the cancelling or termination party will owe \$50,000 as liquidated damages to the other party.
5. **Return Engagement:** Date: N/A, Place: N/A
6. **Media Rights:** Home team retains all media rights.
7. **Other:** N/A
8. **Emergency Circumstances:** This Agreement shall be void and the Parties shall be relieved of any liability if unable to meet the terms herein because of any "Act of God," riots, epidemics, pandemics, fire, smoke which reaches an unhealthy air quality index, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority actions or orders, or prohibitive or injunctive orders of any competent judicial or other governmental authority, civil or military strikes, any act or order of a military or public authority including, without limitation, a recognized health authority, or the State Board of Education, any other cause, similar or dissimilar, beyond the control of the parties (a "Force Majeure Event"). The Home team shall not be held responsible if, due to the occurrence of a Force Majeure Event, it is unable to, or it becomes impracticable to provide a facility to play the said game or otherwise perform under this Agreement on the date and time provided herein, or at all, and neither party shall be liable for any damages, including without limitation direct, consequential, incidental, compensatory, punitive, liquidated or any other category of damages, which either party might suffer as a result thereof. Notwithstanding the foregoing, should the game scheduled for the above date in Provo, Utah, be canceled due to reasons related to COVID-19, the parties agree to reschedule the game for the following year in Provo, Utah.
9. **Miscellaneous:** This Agreement constitutes the final agreement between the parties on the subject game(s) and all earlier and contemporaneous negotiations expressly merged herein. Each party shall maintain insurance coverage in such forms and amounts as are reasonably necessary for the game.

**APPROVAL:** Brigham Young University

  
\_\_\_\_\_  
*Athletic Director*

*Amber Whiting*

\_\_\_\_\_  
*Head Coach*

\_\_\_\_\_  
*Phone Number                      Date*

**APPROVAL:** Visiting Institution

  
\_\_\_\_\_  
*Athletic Director*

Jake Milleson, Buyer  
Contracts & Purchasing Services

4/15/2024

\_\_\_\_\_  
*Head Coach*

\_\_\_\_\_  
*Phone Number                      Date*

**RETAIN ONE SIGNED COPY AND RETURN THE OTHER COPY TO:**  
Brian Santiago at [brian\\_santiago@byu.edu](mailto:brian_santiago@byu.edu)