



UNIVERSITY OF CALIFORNIA  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS  
WOMEN'S BASKETBALL GAME GUARANTEE

**THIS AGREEMENT** is made and entered into as of March 23, 2022, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, Berkeley Campus on behalf of its Department of Intercollegiate Athletics (“**Host Institution**”)

And

**UNIVERSITY OF IDAHO (“Visiting Institution”)**

**Visiting Institution** located in **Moscow, Idaho** agrees to participate in one contest in the sport of Women's Basketball on the following terms:

**1. GAME TIME AND PLACE**

The varsity women's basketball teams representing the parties will compete on **November 16, 2022**, at Haas Pavilion in Berkeley, California. Game times are to be determined based on Pacific-Twelve Conference television selections.

**2. FINANCIAL CONSIDERATION**

For consideration of its participation in the women's basketball competition, **Visiting Institution** shall receive from **Host Institution**, a cash guarantee of **\$30,000**. In the event that the game is either not open to the public or the number of the public permitted to attend is limited by either public health, state, local, NCAA, conference or university policies or directives, the Parties agree to renegotiate the previously stated amount. **Host Institution**, within a sixty (60) day period of time following the game played hereunder, shall render payment to **Visiting Institution**.

**3. COMPLIMENTARY TICKETS**

Complimentary tickets shall be issued by **Host Institution** to newspapers, officials, police, and all other people whose work benefits both parties to this Agreement. **Visiting Institution** shall receive **fifty (50) complimentary tickets**. In addition to the complimentary tickets, **Visiting Institution** may purchase an allotment of tickets from **Host Institution**. Unsold tickets from the purchased allotment may be returned to **Host Institution**, without penalty to **Visiting Institution**, provided the return is completed forty-eight (48) hours prior to game tipoff.

**4. PARKING**

Number of complimentary parking permits to be provided to **Visiting Institution**: Two (2)

*- Parking is highly restricted on campus, all parking tickets are the responsibility of the **Visiting Institution**.*

**5. NCAA**

The women's basketball game provided for this Agreement shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletics Association, any conference or association to which each institution belongs, and the rules of the participating institutions.

## 6. OFFICIALS

Officials shall be appointed from the Pacific-Twelve Conference.

## 7. MEDIA RIGHTS

### A. Entities

For all references to the **Host Institution** and/or **Visiting Institution** that involve a Pacific-Twelve Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pacific-Twelve Conference, except for local radio rights (which are retained by the participating institution). For all references to the **Host Institution** or **Visiting Institution** that involve non-Pacific-Twelve Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.

### B. 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.

### C. 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:
  - (1) The scheduled start time for the game(s) is solely at the discretion of the **Host Institution** and may be changed up to six (6) days in advance of the game in order to accommodate television.
  - (2) Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
  - (3) Media timeout formats are determined by the **Host Institution's** conference.
  - (4) The **Visiting Institution** may not telecast the game in any way or use any video from the **Host Institution's** telecast of the game without the written permission of the **Host Institution's** conference; provided, however, that the **Visiting Institution** shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the **Host Institution's** conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or



accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the **Visiting Institution** shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the **Visiting Institution's** or the **Visiting Institution's** conferences controlled and operated Network (e.g. Pacific-Twelve Network, Texas Longhorn Network, Big Ten Network, Mtn., etc.).

- b. Contact. Questions dealing with interpretations of the Pacific-Twelve Basketball Television Agreements should be addressed to the Pacific-Twelve Associate Commissioner, Television. Questions dealing with interpretations of the **Big Sky Conference** Basketball Television Agreements should be addressed to the **Big Sky Conference** Associate Commissioner, Television.

## 8. DISTRIBUTION OF REVENUE

If the game is televised as part of a conference package or series, the rights fee shall be determined by the agreement(s) between the Pacific-Twelve Conference and the conference of **Visiting Institution**.

In all other instances, the rights fees received by the televising institution for a local broadcast shall be retained by the televising institution for both a live and delayed telecast of the game.

## 9. SPONSOR RESTRICTIONS

**Visiting Institution** recognizes that **Host Institution** has exclusive agreements with certain sponsors that may prevent **Visiting Institution** from bringing certain products or items into **Host Institution's** facilities. **Visiting Institution** agrees to consult with **Host Institution** before the game to ensure that **Visiting Institution** does not bring products or items into **Host Institution's** facilities that violate **Host Institution's** sponsor agreements.

## 10. FORCE MAJEURE

A game shall be canceled if it becomes impossible, impracticable, or prohibited to play the game by reason of bad weather; air quality; an unforeseen catastrophe or disaster such as fire, flood, earthquake, pandemic, terrorist act, or act of political sabotage, war, or confiscation; any order of government, military or public authority; or any prohibitory or injunctive order of any competent judicial or other governmental authority, civil or military. In such case, neither Party shall be responsible to the other for any loss or damage. The Host Team, in consultation with the Visiting Team, shall determine whether it is impossible, impracticable, or prohibited to play the game pursuant to the Host Team's policies and procedures, subject to NCAA rules and applicable law. Cancellation of a game under this Paragraph shall not be deemed a breach, default, or termination of this Agreement under Section 11 of this Agreement. The Host Team will notify the Visiting Team of the determination to cancel a game as soon as possible, and the Parties will discuss possible dates to reschedule the game. Except as agreed by the Parties, no such cancellation shall affect the Parties' obligations regarding subsequent games under this Agreement.

## 11. LIQUIDATED DAMAGES

- A. If the basketball game is scheduled to be played at the **Host Institution's** school, and if the other team for any reason other than a force majeure event pursuant to the preceding paragraph, fails to appear at the **Host Institution's** school at the time and place scheduled herein, and if no game with a team of similar stature is scheduled by the **Host Institution** to replace the one canceled because of the **Visiting Institution's** breach, then the other team shall be deemed to have breached the Agreement and shall pay to the **Host Institution**:

- a. Expenses incurred by the **Host Institution**, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
- b. Actual damages due to the breach including, but not limited to, lost revenues from ticket sales, parking, concessions, signage, suites, club seats and TV radio income. Payment must be made by the **Visiting Institution** to the **Host Institution** no later than June 1<sup>st</sup> of the calendar year following the scheduled date of the basketball game.

B. If the **Host Institution** for any reason other than a force majeure event pursuant to those stated in paragraph 10, fails to appear at the time and place scheduled herein for the basketball game, and if the **Visiting Institution** is not able to schedule a game with a team of similar stature to replace the one canceled because of the **Host Institution's** breach, then the **Host Institution** shall be deemed to have breached the Agreement and shall pay to the **Visiting Institution**:

- a. Expenses incurred by the **Visiting Institution**, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
- b. A liquidated sum of **\$50,000**. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for the **Visiting Institution's** loss of revenue, and shall not be viewed as a penalty. Payment must be made by the **Host Institution** no later than June 1<sup>st</sup> of the calendar year following the scheduled date of the basketball game.

## 12. ANNOUNCEMENT OF GAME CONTRACT

Neither party will issue a press release without the advance written consent of the other party.

## 13. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of that party's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the indemnifying party's negligent or intentional acts or omissions.

## 14. COVID-19 PROTOCOLS

The parties and their student-athletes, coaches, and all other individuals associated with the parties present at the Game will comply with the Pac-12 Conference COVID-19 testing protocols and Game health requirements, as well as state, county, local, and university COVID-19 health requirements (as amended from time to time) in effect at that time. Host Institution agrees to provide Visiting Institution with any updates as they become available. Each institution is responsible for the cost of meeting the testing protocols and Game health requirements.

## 15. GOVERNING LAW

This Agreement shall be governed by and enforced in accordance with the laws of the State of California without regard to its conflict of laws provisions. The parties agree that Alameda County shall be the venue for any legal action in connection with this Agreement brought in state or federal court.

15. ENTIRE AGREEMENT

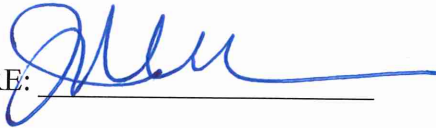
As of the effective date hereof, this Agreement shall constitute the entire understanding between **Host Institution** and **Visiting Institution** and may not be altered or modified except by a written agreement, signed by authorized representatives of both parties.

AGREED:

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

UNIVERSITY OF IDAHO

DocuSigned by:  
SIGNATURE: Tom Lowry  
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SIGNATURE: 

Tom Lowry  
Senior Associate AD, Chief Financial Officer  
University of California, Berkeley

Name: Julia R. McIlroy  
Title: Director, Contracts and Purchasing Services  
University of Idaho

DATE: 04/27/2022

DATE: 4/16/22