

## **AGREEMENT**

This Agreement is made and entered into effective this \_\_\_\_\_ by and between the National Collegiate Athletic Association, an unincorporated association with an address at 700 West Washington Street, Indianapolis, IN 46206 ("NCAA") and \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

("Host"). The NCAA and Host, intending to be legally bound, hereby agree as follows:

1. **Bid Award and Acceptance.**

The NCAA has selected the Host to host the NCAA College Basketball Academy (as further defined below), subject to the latter's agreement to, and fulfillment of, the terms and conditions set forth in this Agreement.

The Host hereby accepts the above selection and the application of this Agreement, the Bid Specs (as further defined below), and any other submissions made by Host and approved by NCAA in connection therewith to the Academy, and otherwise agrees to the terms and conditions of this Agreement.

2. **Bid Specs and Exceptions.**

The parties hereto hereby acknowledge and agree that the NCAA has issued and distributed its NCAA College Basketball Academy Bid Specifications (including any exceptions thereto submitted by Host and accepted in writing by the NCAA, the "Bid Specs") for the \_\_\_\_\_ ("Academy"), which are hereby incorporated into, and made a part of, this Agreement by reference, except as, and to the extent, otherwise expressly provided for herein. Host hereby agrees to fully abide by and comply with the Bid Specs.

3. **Reconciliation and Other Financial Matters.**

Within sixty (60) days of the conclusion of the Academy, Host shall submit to the NCAA the reconciliation for the Academy through the NCAA's host reporting system. Upon receipt of the reconciliation, the appropriate NCAA staff shall review, and either affirm or reject, the same.

If rejected, the NCAA shall communicate such outcome to the Host, and both parties shall then promptly work together in good faith to resolve any issues or items standing in the way of an affirmed reconciliation. Once the NCAA affirms the reconciliation, any payments owed, as reflected therein, shall become due and payable.

The NCAA reserves the right, in its sole discretion, to impose on the Host penalties for failing to submit the reconciliation for the Academy in accordance with the foregoing terms, as follows:

<u>Days Past Due</u>	<u>Penalty</u>
61-90	25% reduction in Host's honorarium
91-120	50% reduction in Host's honorarium
Over 120	100% reduction in Host's honorarium

#### 4. Termination; Force Majeure

The NCAA may terminate this Agreement and withdraw the Academy from the Host:

- a. If Host, or any other party participating in the Host bid upon whose representations or commitments the NCAA relied in awarding the Academy host rights to Host, breaches any material term of this Agreement (including, for purposes of clarity, the Bid Specs and guidelines set forth therein), and which is not cured within ten (10) days after the NCAA gives Host written notice thereof;
- b. Upon the passage or adoption of any state or local law/regulation with effect (or anticipated effect) in the location of the Academy that the NCAA determines is reasonably likely to be detrimental to the NCAA, causes (or threatens to cause) damage to the NCAA, or contravenes or conflicts with an NCAA bylaw, policy, guideline, or value; or
- c. If the NCAA is unable to conduct the Academy, or otherwise comply with the terms and conditions of this Agreement, because of an Act of God; strike; labor dispute; change in federal, state, or local law; war or acts of war; fire; riot; earthquake; act of terrorists or other public enemies; or for any similar reason not reasonably within the control of the NCAA (collectively "Force Majeure"), or otherwise due the cancellation or postponement of the Academy.

In the event of termination, Host will take all steps reasonably necessary or requested by the NCAA to assist the NCAA in transferring the Academy hosting responsibility to another host.

#### 5. Miscellaneous.

Notwithstanding anything herein or elsewhere to the contrary, the parties hereby agree that this Agreement, the Bid Specs, and any other documents to the extent expressly incorporated by reference herein, constitutes and contains the entire agreement by and between the parties, regarding the Academy. This Agreement may not be amended or modified, except in a writing signed by an authorized representative of each of the parties hereto.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first written above.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

HOST

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

HOST

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_