

NOTICE TO REQUESTER

TO: Rocco Miller (Bracketeer.Org)
rocco.miller@bracketeer.org

FROM: University of Hawai'i Athletics, c/o Jason Nagai

DATE THAT THE RECORD REQUEST WAS RECEIVED BY AGENCY: June 23, 2021

DATE OF THIS NOTICE: July 7, 2021

GOVERNMENT RECORDS YOU REQUESTED (attach copy of request or provide brief description below):

1. Non-Conference Scheduling contracts for University of Hawai'i Men's Basketball in the 2021-22 season and for future seasons.

THIS NOTICE IS TO INFORM YOU THAT YOUR RECORD REQUEST:

Will be granted in its entirety.

Cannot be granted. Agency is unable to disclose the requested records for the following reason:

- Agency does not maintain the records. (HRS § 92F-3)
Other agency that is believed to maintain records:
- Agency needs further clarification or description of the records requested. Please contact the agency and provide the following information: _____
- Request requires agency to create a summary or compilation from records, but requested information is not readily retrievable. (HRS § 92F-11(c))

Will be granted in part and denied in part, OR Is denied in its entirety
Although the agency maintains the requested records, it is not disclosing all or part of them based on the exemptions provided in HRS § 92F-13 and/or § 92F-22 or other laws cited below.
(Describe the portions of records that the agency will not disclose.)

RECORDS OR
INFORMATION WITHHELD

APPLICABLE
STATUTES

AGENCY
JUSTIFICATION

REQUESTER'S RESPONSIBILITIES:

You are required to (1) pay any lawful fees and costs assessed; (2) make any necessary arrangements with the agency to inspect, copy or receive copies as instructed below; and (3) provide the agency any additional information requested. If you do not comply with the requirements set forth in this notice within 20 business days after the postmark date of this notice or the date the agency makes the records available, you will be presumed to have abandoned your request and the agency shall have no further duty to process your request. Once the agency begins to process your request, you may be liable for any fees and costs incurred. If you wish to cancel or modify your request, you must advise the agency upon receipt of this notice.

METHOD & TIMING OF DISCLOSURE:

Records available for public access in their entireties must be disclosed within a reasonable time, not to exceed 10 business days from the date the request was received, or after receipt of any prepayment required. Records not available in their entireties must be disclosed within 5 business days after this notice or after receipt of any prepayment required. HAR § 2-71-13(c). If incremental disclosure is authorized by HAR § 2-71-15, the first increment must be disclosed within 5 business days of this notice or after receipt of any prepayment required.

Method of Disclosure:

- Inspection at the following location: _____
- As requested, a copy of the record(s) will be provided in the following manner:
- Available for pick-up at the following location: _____
 - Will be mailed to you.
 - Will be transmitted to you by other means requested: Emailed to: rocco.miller@bracketeer.org

Timing of Disclosure: All records, or the first increment if applicable, will be made available or provided to you:

- Immediately
- After prepayment** of 50% of fees and 100% of costs, as estimated below.

For incremental disclosures, each subsequent increment will be disclosed within 20 business days after:

- The prior increment (if one prepayment of fees is required and received), or
- Receipt of each incremental prepayment, if prepayment for each increment is required.

Records will be disclosed in increments because the records are voluminous and the following extenuating circumstances exist:

- Agency must consult with another person to determine whether the record is exempt from disclosure under HRS chapter 92F.
- Request requires extensive agency efforts to search, review, or segregate the records or otherwise prepare the records for inspection or copying.
- Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- A natural disaster or other situation beyond agency's control prevents agency from responding to the request within 10 business days.

ESTIMATED FEES & COSTS AND PAYMENT:

FEES: For personal record requests under Part III of chapter 92F, HRS, the agency may charge you for its costs only, and fee waivers do not apply.

For public record requests under Part II of chapter 92F, HRS, the agency is authorized to charge you fees to search for, review, and segregate your request (even if a record is subsequently found to not exist or will not be disclosed in its entirety). The agency must waive the first \$30 in fees assessed for general requesters, OR in the alternative, the first \$60 in fees when the agency finds that the request is made in the public interest. Only one waiver is provided for each request. See HAR §§ 2-71-19, -31 and -32.

COSTS: For either personal or public record requests, the agency may charge you for the costs of copying and delivering records in response to your request, and other lawful fees and costs.

PREPAYMENT: The agency may require prepayment of 50% of the total estimated fees and 100% of the total estimated costs prior to processing your request. If a prepayment is required, the agency may wait to start any search for or review of the records until the prepayment is received by the agency. Additionally, if you have outstanding fees or costs from previous requests, including abandoned requests, the agency may require prepayment of 100% of the unpaid balance from prior requests before it begins any search or review for the records you are now seeking.

The following is an itemization of what you must pay, based on the estimated fees and costs that the agency will charge you and the applicable waiver amount that will be deducted:

For public record requests only:

Fees: Search	Estimate of time to be spent: ___ hours (\$2.50 for each 15-minute period)	\$0.00
Review & segregation	Estimate of time to be spent: ___ hours (\$5.00 for each 15-minute period)	\$0.00

Fees waived general (\$30), **OR** public interest (\$60) <\$ 0.00>
(Only one waiver per request)

Other _____ \$
(Pursuant to HAR §§ 2-71-19 & 2-71-31)

Total Estimated Fees: \$0.00

For public or personal record requests:

Costs: Copying Estimate of # of pages to be copied: _____ \$ 0.00
(@ \$ _____ per page, pursuant to HRS § 92-21)

Delivery Postage \$ 0.00

Other _____ \$ 0.00

Total Estimated Costs: \$ 0.00

TOTAL ESTIMATED FEES AND COSTS from above: \$0.00

The estimated fees and costs above are for the first incremental disclosure only. Additional fees and costs, and no further fee waivers, will apply to future incremental disclosures.

PREPAYMENT IS REQUIRED (50% of fees + 100% of costs, as estimated above) **\$ 0.00**

UNPAID BALANCE FROM PRIOR REQUESTS (100% must be paid before work begins) \$

TOTAL AMOUNT DUE AT THIS TIME \$0.00

Payment may be made by: cash
 personal check payable to University of Hawaii, attn: Athletic Business Office
 other _____

For questions about this notice or the records being sought, please contact the agency person named at the beginning of this form. Please note that the Office of Information Practices (OIP) does not maintain the records of other agencies, and a requester must seek records directly from the agency it believes maintains the records. If the agency denies or fails to respond to your written request for records or if you have other questions regarding compliance with the UIPA, then you may contact OIP at (808) 586-1400, oip@hawaii.gov, or 250 South Hotel Street, Suite 107, Honolulu, Hawaii 96813.

Rocco Miller 92f Request

1)

Opponent	Agreement	Modification(s)
University of Northern Colorado	Pg. 5	N/A
University of the Pacific	Pg. 8	N/A
University of North Carolina	Pg. 13	Pg. 11

H
HAWAII
ATHLETIC EVENT AGREEMENT

This Agreement, entered into on May 20, 2021, between the University of Hawai'i, the state university and a body corporate of the state of Hawai'i, for the benefit of the University of Hawai'i at Mānoa Department of Intercollegiate Athletics ("UHM" or "Home Team") and the Board of Trustees for the University of Northern Colorado on behalf of its Department of Athletics and its Men's Basketball Program ("UNC" or Visiting Team), 270D Butler-Hancock Athletic Center, Greeley, CO 80639, individually or collectively referred to herein as "Party" or "Parties," describes the arrangements for the intercollegiate athletic contest(s) between the Parties' respective teams described herein.

1. **Contest(s)**. The Parties' respective teams in the intercollegiate sport of Men's Basketball shall compete in the following intercollegiate contest(s) (collectively referred to herein after as the "Contest(s)"):

2021 Rainbow Classic

<u>Date</u>	<u>Location</u>	<u>Time</u>
Wednesday, November 10, 2021	Stan Sheriff Center	TBD
Thursday, November 11, 2021	Stan Sheriff Center	TBD
Saturday, November 13, 2021	Stan Sheriff Center	TBD

2. **Governance and Eligibility**. The Contest(s) and eligibility of participants shall be governed by the rules of the Parties' respective associations, conferences, and institutions.

3. **Financial Considerations**. The Home Team shall pay the Visiting Team the amount of Zero Dollars (N/A), no later than sixty (60) days following the completion of the Contest(s).

The Parties further agree to the following:

A) Airfare

- I) UHM will procure for Visiting Team round trip airfare for a travel party of Twenty One not to exceed One Thousand Dollars (\$1,000) per fare.
- II) Fare based on lowest coach rate available from Denver International Airport (DEN).
- III) Tickets must be purchased prior to July 31, 2021.
- IV) All change fees shall be paid by Visiting Team.
- V) Airline reservations must be made through, and tickets must be purchased from, UHM Sponsored Travel Agency to be identified by UHM.

B) Lodging

- I) UHM will procure for Visiting Team Eleven (11) hotel rooms for Five (5) nights for a total of Fifty Five (55) room nights at a property designated by UHM.
- II) Room rate not to exceed One Hundred Eighty-Nine Dollars (\$189) plus appropriate taxes/per room/per night
- III) Lodging plans must be completed and reservations booked prior to July 31, 2021.
- IV) Maximum occupancy per room is Two (2).
- V) Incidentals are the responsibility of Visiting Team; i.e. telephone room service, movies, valet parking, baggage service, etc.
- VI) Lodging plans must be made through UHM Sponsored Travel Agency to be identified by UHM.

For more information regarding making airline and lodging arrangements call: (808) 956-6505. UHM Sponsored Travel Agency to be contacted by Visiting Team no later than July 1, 2021.

4. **Covid-19 Guidelines**. The Parties agree to adhere to all COVID-19 protocols, including all testing protocols, required by the NCAA, UHM's conference, the State of Hawai'i, and the City and County of
5.22.20 OGC/CC

Honolulu, in order to compete in the contest(s) described herein. The applicable COVID-19 testing protocols are summarized and/or described in the "University of Hawai'i at Mānoa Visiting Team Traveling Protocols" attached hereto as Exhibit A and incorporated herein by reference.

5. **Officials.** Officials for the Contest(s) shall be at the expense of Home Team and shall be appointed by the conference to which the Home Team belongs.

6. **Tickets.** Visiting Team shall receive Twenty-Five (25) complimentary tickets. Ticket pricing shall be controlled by the Home Team.

7. **Cheerleaders and Mascots.** Cheerleaders and mascots in uniform shall be admitted free of charge. The Home Team shall be notified of the number attending no later than seven (7) days before the Contest(s).

8. **Cancellation, Forfeiture, Non-Appearance.** The Parties agree that if a Party's team cancels, forfeits or fails to appear for a Contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party:

A) A liquidated sum of Forty-Five Thousand Dollars (\$45,000). The Parties agree that it is difficult to predict attendance and revenues for any Contest, so that this sum will represent liquidated damages for the non-breaching Party's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party who cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of each Contest for which the Party's team fails to appear.

B) Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the Contest is due to any of the following causes (each a "Force Majeure Event"), this Agreement may be terminated in writing unilaterally or by mutual consent, provided that such Force Majeure Event must be in effect at the date and time of the scheduled Contest and the party seeking to terminate gives the other party prompt written notice of its intent to terminate based on such Force Majeure Event: (a) strikes, slowdowns, or labor disputes or troubles involving the Parties, (b) severe weather or climatic conditions, (c) riots or other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and other regional, national, or international public health emergencies, (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. It will also be considered a Force Majeure Event if any of the Force Majeure Events cause the facility or venue to be unavailable at the date and time of the scheduled Contest. If this Agreement is validly terminated due to a Force Majeure Event, neither shall be responsible to the other for any loss or damage, including, without limitation, the payment of any guarantees or reimbursements for costs incurred. No such cancellation shall affect the Parties' obligations as to subsequent games, if any, covered by this Agreement.

9. **Broadcast Rights.** UHM's conference, or UHM if the rights revert back, shall control the television broadcast rights and revenues for the Contest(s). Visiting Team, upon request (minimum thirty (30) calendar day notice), will be provided access for radio connections at their own cost. Visiting Team will be allowed one designated commercial radio station to broadcast free of rights fees.

10. **Name, Image, and Likeness.** The Visiting Team represents that all of the Visiting Team's administrators, coaches, staff, employees, volunteers, cheerleaders, mascots, band members, and student-athletes present at the Contest(s) (collectively, the "Visiting Team Participants") have granted Visiting Team the right to use their name, image, likeness, appearance and voice and that the Visiting Team has the authority to and, subject to the regulations, rules and policies of the NCAA and the Visiting Team's conference, hereby grants to the Home Team and its officers, agents, employees, successors, licensees, and assignees the right to take and use photographs, video, sound recordings and/or live stream of Visiting Team Participants' participation in the Contest(s) (including any Visiting Team Participant's interviews before or after the Contest(s)), to include Visiting Team Participant's name, image, likeness,

appearance, and voice (collectively the "Recordings") for: (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation, (e) in any manner, media, or format now existing or hereinafter created, including but not limited to use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings; provided, in all cases, that the essence of the original content of the Contest(s) is not altered. All right, title, and interest in the Recordings belong solely to the Home Team and/or its licensees or sub-licensees. The Visiting Team understands the Contest(s) may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consents to the inclusion of Visiting Team Participants in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings. The Visiting Team also acknowledges and agrees that it has no right to review or approve the Recordings before they are used by the Home Team, provided that such Recordings are used in a manner that does not constitute a direct endorsement by the Visiting Team or the Visiting Team Participants of a third party's products or services.

11. Legal Responsibility. Each Party shall be responsible for damages or injury caused by that Party's officers and employees in the course of their employment under this Agreement to the extent that such Party's liability for such damage or injury has been determined by a court or otherwise agreed to by such Party, and such Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

12. Assignment and Waiver. No assignment may be made of this Agreement, and failure to enforce any provision shall not be deemed to be a waiver of right(s) to any other provision.

13. Severability. If any provisions of this Agreement or any application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected.

14. Reserved.

15. Entire Agreement. This is the entire Agreement of the Parties, and supersedes any and all prior agreements for the described arrangements for the intercollegiate athletic Contest(s) described in Section 1 above. This Agreement may contain handwritten amendments, but such amendments are valid only if initialed by authorized representatives of both Parties. This Agreement may also be supplemented, but only in writing executed by authorized representatives of both Parties, and no additional consideration shall be required. The Parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original.

16. Execution. This Agreement has been duly executed by authorized representatives of the Parties.

By: David A. K. Matlin 6/23/21
David A. K. Matlin Date
Director of Intercollegiate Athletics
University of Hawai'i at Mānoa

By: David Lassner 06/28/2021
David Lassner Date
President
University of Hawai'i

Board of Trustees for the University of Northern
Colorado

By: [Signature] Date

Print Name: _____

Darren Dunn

Title: Athletic Director

Head Coach _____ Sport Admin _____

H
HAWAII
ATHLETIC EVENT AGREEMENT

This Agreement, entered into on May 6, 2021, between the University of Hawai'i, the state university and a body corporate of the state of Hawai'i, for the benefit of the University of Hawai'i at Mānoa Department of Intercollegiate Athletics ("UHM" or "Home Team") and the University of the Pacific ("UOP" or Visiting Team), Pacific Intercollegiate Athletics Center, 3601 Pacific Avenue, Stockton, CA 95204, individually or collectively referred to herein as "Party" or "Parties," describes the arrangements for the intercollegiate athletic contest(s) between the Parties' respective teams described herein.

1. Contest(s). The Parties' respective teams in the intercollegiate sport of Men's Basketball shall compete in the following intercollegiate contest(s) (collectively referred to herein after as the "Contest(s)"):

2021 Rainbow Classic

<u>Date</u>	<u>Location</u>	<u>Time</u>
Wednesday, November 10, 2021	Stan Sheriff Center	TBD
Thursday, November 11, 2021	Stan Sheriff Center	TBD
Saturday, November 13, 2021	Stan Sheriff Center	TBD

2. Governance and Eligibility. The Contest(s) and eligibility of participants shall be governed by the rules of the Parties' respective associations, conferences, and institutions.

3. Financial Considerations. The Home Team shall pay the Visiting Team the amount of Zero Dollars (N/A), no later than sixty (60) days following the completion of the Contest(s).

The Parties further agree to the following:

A) Airfare

- I) UHM will procure for Visiting Team round trip airfare for a travel party of Twenty One not to exceed Six Hundred Dollars (\$600) per fare.
- II) Fare based on lowest coach rate available from Sacramento International Airport (SMF).
- III) Tickets must be purchased prior to July 31, 2021.
- IV) All change fees shall be paid by Visiting Team.
- V) Airline reservations must be made through, and tickets must be purchased from, UHM Sponsored Travel Agency to be identified by UHM.

B) Lodging

- I) UHM will procure for Visiting Team Eleven (11) hotel rooms for Five (5) nights for a total of Fifty Five (55) room nights at a property designated by UHM.
- II) Room rate not to exceed One Hundred Eighty-Nine Dollars (\$189) plus appropriate taxes/per room/per night
- III) Lodging plans must be completed and reservations booked prior to July 31, 2021.
- IV) Maximum occupancy per room is Two (2).
- V) Incidentals are the responsibility of Visiting Team; i.e. telephone room service, movies, valet parking, baggage service, etc.
- VI) Lodging plans must be made through UHM Sponsored Travel Agency to be identified by UHM.

For more information regarding making airline and lodging arrangements call: (808) 956-6505. UHM Sponsored Travel Agency to be contacted by Visiting Team no later than July 1, 2021.

4. Covid-19 Guidelines. The Parties agree to adhere to all COVID-19 protocols, including all testing protocols, required by the NCAA, UHM's conference, the State of Hawai'i, and the City and County of Honolulu, in order to compete in the contest(s) described herein. The applicable COVID-19 testing protocols are summarized and/or described in the "University of Hawai'i at Mānoa Visiting Team Traveling Protocols" attached hereto as Exhibit A and incorporated herein by reference.

5. Officials. Officials for the Contest(s) shall be at the expense of Home Team and shall be appointed by the conference to which the Home Team belongs.

6. Tickets. Visiting Team shall receive Twenty-Five (25) complimentary tickets. Ticket pricing shall be controlled by the Home Team.

7. Cheerleaders and Mascots. Cheerleaders and mascots in uniform shall be admitted free of charge. The Home Team shall be notified of the number attending no later than seven (7) days before the Contest(s).

8. Cancellation, Forfeiture, Non-Appearance. The Parties agree that if a Party's team cancels, forfeits or fails to appear for a Contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party:

A) A liquidated sum of One Hundred Thousand Dollars (\$100,000). The Parties agree that it is difficult to predict attendance and revenues for any Contest, so that this sum will represent liquidated damages for the non-breaching Party's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party who cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of each Contest for which the Party's team fails to appear.

B) Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the Contest is due to any of the following causes (each a "Force Majeure Event"), this Agreement may be terminated in writing unilaterally or by mutual consent, provided that such Force Majeure Event must be in effect at the date and time of the scheduled Contest and the party seeking to terminate gives the other party prompt written notice of its intent to terminate based on such Force Majeure Event: (a) strikes, slowdowns, or labor disputes or troubles involving the Parties, (b) severe weather or climatic conditions, (c) riots or other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and other regional, national, or international public health emergencies, (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. It will also be considered a Force Majeure Event if any of the Force Majeure Events cause the facility or venue to be unavailable at the date and time of the scheduled Contest. If this Agreement is validly terminated due to a Force Majeure Event, neither shall be responsible to the other for any loss or damage, including, without limitation, the payment of any guarantees or reimbursements for costs incurred. No such cancellation shall affect the Parties' obligations as to subsequent games, if any, covered by this Agreement.

9. Broadcast Rights. UHM's conference, or UHM if the rights revert back, shall control the television broadcast rights and revenues for the Contest(s). Visiting Team, upon request (minimum thirty (30) calendar day notice), will be provided access for radio connections at their own cost. Visiting Team will be allowed one designated commercial radio station to broadcast free of rights fees.

10. Name, Image, and Likeness. The Visiting Team represents that all of the Visiting Team's administrators, coaches, staff, employees, volunteers, cheerleaders, mascots, band members, and student-athletes present at the Contest(s) (collectively, the "Visiting Team Participants") have granted Visiting Team the right to use their name, image, likeness, appearance and voice and that the Visiting Team has the authority to and, subject to the regulations, rules and policies of the NCAA and the Visiting Team's conference, hereby grants to the Home Team and its officers, agents, employees, successors, licensees, and assignees the right to take and use photographs, video, sound recordings and/or live stream of

Visiting Team Participants' participation in the Contest(s) (including any Visiting Team Participant's interviews before or after the Contest(s)), to include Visiting Team Participant's name, image, likeness, appearance, and voice (collectively the "Recordings") for: (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation, (e) in any manner, media, or format now existing or hereinafter created, including but not limited to use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings; provided, in all cases, that the essence of the original content of the Contest(s) is not altered. All right, title, and interest in the Recordings belong solely to the Home Team and/or its licensees or sub-licensees. The Visiting Team understands the Contest(s) may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consents to the inclusion of Visiting Team Participants in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings. The Visiting Team also acknowledges and agrees that it has no right to review or approve the Recordings before they are used by the Home Team, provided that such Recordings are used in a manner that does not constitute a direct endorsement by the Visiting Team or the Visiting Team Participants of a third party's products or services.

11. Legal Responsibility. Each Party shall be responsible for damages or injury caused by that Party's officers and employees in the course of their employment under this Agreement to the extent that such Party's liability for such damage or injury has been determined by a court or otherwise agreed to by such Party, and such Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

12. Assignment and Waiver. No assignment may be made of this Agreement, and failure to enforce any provision shall not be deemed to be a waiver of right(s) to any other provision.

13. Severability. If any provisions of this Agreement or any application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected.

14. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Hawai'i, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in court of competent jurisdiction in the State of Hawai'i.

15. Entire Agreement. This is the entire Agreement of the Parties, and supersedes any and all prior agreements for the described arrangements for the intercollegiate athletic Contest(s) described in Section 1 above. This Agreement may contain handwritten amendments, but such amendments are valid only if initialed by authorized representatives of both Parties. This Agreement may also be supplemented, but only in writing executed by authorized representatives of both Parties, and no additional consideration shall be required. The Parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original.

16. Execution. This Agreement has been duly executed by authorized representatives of the Parties.

By: David A. K. Matlin 6/23/21
David A. K. Matlin Date
Director of Intercollegiate Athletics
University of Hawai'i at Mānoa

By: Wes Yourth
Signed: Sunday, June 20, 2021
Date: 6/15/2021

By: Tiffany Kuraoka Digitally signed by Tiffany Kuraoka
Date: 2021.06.23 13:52:34 -10'00'
Tiffany Kuraoka Date
Fiscal Administrator
University of Hawai'i at Mānoa

Print Name: Wes Yourth
Title: Senior Associate Director of Athletics
University of the Pacific

Head Coach _____ Sport Admin _____

Leonard Perry
Leonard Perry
Signed: Tuesday, June 15, 2021
Assoc. Head Coach - University of the Pacific

UNIVERSITY OF HAWAI'I	MODIFICATION OF CONTRACT	PAGE 1 of 2
1. MODIFICATION NO. 1	3. UNIVERSITY OF HAWAI'I AT MĀNOA ATHLETIC CONTEST AGREEMENT Athletic Contest Agreement between the University of Hawai'i, the state university and a body corporate of the state of Hawai'i, for the benefit of the University of Hawai'i at Mānoa Department of Intercollegiate Athletics and the University of North Carolina for the Men's Basketball game scheduled for November 20, 2020 at Hawai'i. Contract no. 067612	
2. EFFECTIVE DATE November 16, 2020		
4. ISSUED BY Department of Athletics University of Hawai'i at Mānoa 1337 Lower Campus Road Honolulu Hawai'i 96822 Attention: Athletic Contracts	5. CONTRACTOR (NAME AND ADDRESS) University of North Carolina Athletic Department P.O. Box 2126 Chapel Hill, NC 27515	

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
- (b) The above numbered contract is modified to reflect administrative change.
- (c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

Upon mutual agreement by both parties, subject contract shall be cancelled; amended to read:

- Item 1, **Contest(s)**. The Parties' respective teams in the intercollegiate sport of Men's Basketball shall compete in the following intercollegiate contest(s) (collectively referred to herein after as the "Contest(s)"):

<u>Date</u>	<u>Location</u>	<u>Time</u>
November 22, 2024	Honolulu, Hawai'i	TBA

- Item 7, **Cancellation, Forfeiture, Non-Appearance**. The Parties agree that if a Party's team cancels, forfeits or fails to appear for a Contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party:

A) A liquidated sum of Fifty Thousand Dollars (\$50,000). The Parties agree that it is difficult to predict attendance and revenues for any Contest, so that this sum will represent liquidated damages for the non-breaching Party's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party who cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of each Contest for which the Party's team fails to appear.

B) Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the Contest is due to any of the following causes (each a "Force Majeure Event"), this Agreement may be terminated in writing unilaterally or by mutual consent, provided that such Force Majeure Event must be in effect at the date and time of the scheduled Contest and the party seeking to terminate gives the other party prompt written notice of its intent to terminate based on such Force Majeure Event: (a) strikes, slowdowns, or labor disputes or troubles involving the Parties, (b) severe weather or climatic conditions, (c) riots or other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and other regional, national, or international public health emergencies, (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. It will also be considered a Force Majeure Event if any of the Force Majeure Events cause the facility or venue to be unavailable at the date and time of the scheduled Contest. If this Agreement is validly terminated due to a Force Majeure Event, neither shall be responsible to the other for any loss or damage, including, without limitation, the payment of any guarantees or reimbursements for costs incurred. No such cancellation shall affect the Parties' obligations as to subsequent games, if any, covered by this Agreement.

- Item 9, **Legal Responsibility**. Each Party shall be responsible for damages or injury caused by that Party's officers and employees in the course of their employment under this Agreement to the extent that such Party's liability for such damage or injury has been determined by a court or otherwise agreed to by such Party, and such Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT.

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE UNIVERSITY OF HAWAII DEPARTMENT OF ATHLETICS.

10. University of North Carolina

BY *Lawrence R. Cunningham*, 11/17/20
(authorized signature) DATE

11. NAME & TITLE OF SIGNER (TYPE OR PRINT)

Lawrence R. Cunningham

12. UNIVERSITY OF HAWAII

BY *DAK Matlin*, 12/1/20
DATE

13. NAME & TITLE OF SIGNER (TYPE OR PRINT)

David A.K. Matlin
Director of Intercollegiate Athletics
University of Hawai'i at Mānoa

14. UNIVERSITY OF HAWAII

BY Tiffany Kuraoka, 12/1/20
DATE

Digitally signed by Tiffany Kuraoka
DN: cn=Tiffany Kuraoka, o=UH Mānoa Athletics,
email=tikuraoka@hawaii.edu, c=US
Date: 2020.12.17 14:38:15 -1000

15. NAME & TITLE OF SIGNER (TYPE OR PRINT)

Tiffany Kuraoka
Fiscal Administrator
University of Hawai'i at Manoa


HAWAII
ATHLETIC EVENT AGREEMENT

This Agreement, entered into on February 21, 2017, between the University of Hawai'i, the state university and a body corporate of the state of Hawai'i, for the benefit of the University of Hawai'i at Mānoa Department of Intercollegiate Athletics ("UHM" or "Home Team") and the University of North Carolina Athletic Department, ("UNC" or "Visiting Team"), P.O. Box 2126, Chapel Hill, NC 27515, individually or collectively referred to herein as "Party" or "Parties", describes the arrangements for the intercollegiate athletic contest between the Parties' respective teams described herein.

1. Contest. The Parties' respective teams in the intercollegiate sport of Men's Basketball shall compete as follows:

<u>Date</u>	<u>Location</u>	<u>Time</u>
Friday, November 20, 2020	Stan Sheriff Center	TBD

2. Governance and Eligibility. The contest and eligibility of participants shall be governed by the rules of the Parties' respective associations, conferences, and institutions.

3. Financial Considerations. UHM shall pay the Visiting Team the amount of Zero Dollars (N/A), no later than sixty (60) days following the completion of the contest.

The Parties further agree to the following:

A) Lodging

- I) UHM will procure for Visiting Team Twenty-Six (26) hotel rooms for Three (3) nights for a total of Seventy-Eight (78) room nights at a property designated by UHM. *in consultation with UNC. [Signature]*
- II) Lodging plans must be completed and reservations booked prior to September 1, 2020.
- III) Incidentals are the responsibility of Visiting Team; i.e. telephone room service, movies, valet parking, baggage service, etc.
- IV) Lodging plans must be made through, and paid for by, UHM Sponsored Travel Agency to be identified by UHM.

B) Other

- I) A financial guarantee in the amount of Five Thousand Dollars (\$5,000) will be provided for ground transportation, no later than sixty (60) days following the completion of the contest.
- II) All insurance and refueling costs are the responsibility of the Visiting Team.
- III) UHM will make their best effort to provide the Visiting Team with a closed shootaround session at the Stan Sheriff Center, subject to availability in the Stan Sheriff Center.

For more information regarding making lodging and ground transportation arrangements call: (808) 946-0920. UHM Sponsored Travel Agency to be contacted by Visiting Team no later than August 1, 2020.

4. Officials. Officials for the contest shall be at the expense of UHM, and shall be appointed by the conference to which UHM belongs.

5. Tickets. Visiting Team shall receive Seventy-Five (75) complimentary tickets. Forty (40) of these tickets will be located in the first rows of the stands behind the bench of the Visiting Team and Thirty-Five (35) will be the best seats available thereafter. The Visiting Team shall purchase One Hundred (100) seats in a contiguous block, for the Visiting Team to attempt to sell for the game. If the Visiting Team wishes to purchase additional tickets, it shall immediately so inform the Home Team, which shall use its best efforts to provide such further seats as the Visiting Team may request, recognizing that other persons may have purchased seats in the interim, rendering it impossible to furnish further seats contiguous to the initial allotment, or event in a single block. Ticket pricing shall be controlled by UHM. Unsold tickets must be returned to the Home Team no later than Two (2) weeks prior to the event.

6. Cheerleaders and Mascots. Cheerleaders and mascots in uniform shall be admitted free of charge. UHM shall be notified of the number attending no later than seven (7) days before the contest.

7. Cancellation, Forfeiture, Non-Appearance. The Parties agree that if a Party's team cancels, forfeits or fails to appear for the contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party a liquidated sum of Fifty Thousand Dollars (\$50,000). The Parties agree that it is difficult to predict attendance and revenues for any contest, so that this sum will represent liquidated damages for the non-breaching Party's team's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party whose team cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of the contest.

Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the contest is caused by reasons of power

failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either Party, this Agreement may be terminated by mutual consent and in writing executed by authorized representative of both Parties. Neither Party shall be responsible to the other for any loss or damage.

8. Broadcast Rights. UHM's conference, or UHM if the rights revert back, shall control the television broadcast rights and revenues for the contest. Visiting Team, upon request (minimum 30 day notice), will be provided access for radio connections at their own cost. Visiting Team will be allowed one designated commercial radio station to broadcast free of rights fees.

9. Legal Responsibility. Each Party shall be responsible for damages or injury caused by that Party's agents, officers, and employees in the course of their employment under this Agreement to the extent that the Party's liability for such damage or injury has been determined by a court or otherwise agreed to by the Party, and the Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

10. Assignment and Waiver. No assignment may be made of this Agreement, and failure to enforce any provision shall not be deemed to be a waiver of right(s) to any other provision.

11. Severability. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.

12. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Hawai'i, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in court of competent jurisdiction in the State of Hawai'i.

13. Entire Agreement. This is the entire Agreement of the Parties, and supersedes any and all prior agreements for the described arrangements for the intercollegiate athletic contest described in Section 1 above. This Agreement may contain handwritten amendments, but such amendments are valid only if initialed by authorized representatives of both Parties. This Agreement may also be supplemented, but only in writing executed by authorized representatives of both Parties, and no additional consideration shall be required. The Parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original.

14. Execution. This Agreement has been duly executed by authorized representatives of the Parties.

By: DAK Matlin 2/23/17
David A. K. Matlin Date
Director of Intercollegiate Athletics
University of Hawai'i at Mānoa

By: Ronald C. J. 3/7/17
Date
University of North Carolina

By: Tiffany Kuraoka 4/24/17
Tiffany Kuraoka Date
Fiscal Administrator
University of Hawai'i at Mānoa