

UNIVERSITY OF NEVADA-UNIVERSITY OF IDAHO

FOOTBALL GAME AGREEMENT

THIS AGREEMENT made and entered into this 15TH day of August, 2019 by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Reno (hereinafter referred to as "Nevada") and the University of Idaho. Throughout this agreement, "Host", "Hosting", and "Home" team or institution shall refer the the Party at whose institution the football game is being played. "Visiting and/or "Visitor" shall refer to the Party who is traveling to the Host institution to play the football game.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants herein contained it is agreed between the parties hereto as follows:

1. That the intercollegiate football teams representing the above-named institutions shall meet for one football game as follows:

Saturday, September 9, 2023 in Reno, Nevada (Host) to be played at a time yet to be determined.

2. The football game shall be governed in all respects, including the eligibility of players, by rules of the National Collegiate Athletic Association, with each team further complying with the rules of its respective conference and institution.

3. Officials for the game will be assigned by the conference of the host institution.

4. A game guarantee of \$400,000.00 will be paid by the Host Institution. Payment shall be due from the Host Institution not later than December 15 of the

year the contest is to be played. The Penalty for either team if they choose to cancel the game will be \$500,000.00 payable to the non-canceling institution by December 15 of the year the contest was to be played.

5. Additional considerations for the game to be played: N/A

6. Host Institution shall provide to the Visiting Institution one rights-free radio outlet for the live radio broadcast of the game by the Visiting Institution's officially designated station or affiliated network. Host Institution shall also provide the Visiting Institution adequate space for video taping and/or taking movies of said game on a rights-free basis. This includes coaches' shows or the Visiting Institution's weekly delayed television shows.

7. Income from live or delayed telecasts shall be retained by each institution on its individual conference or rights holder agreements(s) with television networks; however, the Home Team shall determine the award of all television rights whether telecast or cable cast. The Home Team may grant the Visiting Team permission to telecast to its home market for a rights fee to be determined in advance of the game. Neither team may distribute the telecast to the opposing team's state without written permission of the opposing team.

Each party shall have the right to film or videotape the games played pursuant to this agreement for non-commercial purposes and shall have access to such space and camera locations as may be reasonably required.

8. Upon approval of the Host Institution, which will not be unreasonably withheld, the Visiting Institution's cheerleaders and mascot shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of the Host Institution.

9. Receipts from tickets, concession sales, programs, souvenirs, parking and other associated game activities or sponsorships shall belong exclusively to the Host Institution.

10. The Host Institution shall provide the Visiting Institution with up to a maximum of four hundred (400) complimentary tickets for players and/or coaches. The Host Institution shall also provide the Visiting Institution the first option to purchase an additional 1,000 seat tickets. It is understood and agreed that the Visiting Institution shall return the Host Institution 90% of the unsold tickets held by the Visiting Institution not later than seven (7) days prior to the scheduled game date or if not returned within said designated time will pay the face value thereof to the Host Institution. The Visiting Institution will return all unsold tickets of the remaining 10% not later than two hours before the game time or pay face value thereof to the Host Institution. The Visiting Institution will remit payments for all sold tickets not later than ninety days after completion of said contest.

11. As a courtesy to the Visiting Institution, the Host Institution shall provide one enclosed viewing area to be used for and by the Visiting Institution's Director of Athletics and/or official party.

12. It is agreed by both parties that if a party cancels, forfeits, unilaterally delays or postpones, or fails to appear at the game (these, and similar actions hereafter referred to as "cancel") actual damages would be difficult or impossible to calculate and of an uncertain amount. The parties agree that, except as provided in paragraph fourteen (14), if one party cancels the game, the party cancelling the game shall pay the non-cancelling party the sum of \$500,000 as reasonable and contemplated liquid damages.

13. If either party shall cancel this contract per paragraph twelve (12), unless such cancellation shall be by mutual consent, or for reasons set forth in paragraph fourteen (14) below, that party shall make payment to the other party not later than one month after said cancellation.

14. This contract shall become void in the event that it becomes impossible to play the football game for reasons of unusual occurrences, fire, flood, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation order of the government, military or public authority, or prohibitory or injunctive order of any competent judicial or other government authority, civil or military official.

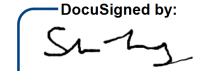
15. **Conference Realignment Clause:** In the event any game to be played in this agreement is cancelled or rescheduled as a result of a change in the scheduling requirements of either party's member conference, neither party shall be held responsible to the other for any loss or liquidated damage resulting from such change. A change in scheduling requirements shall include, without limitation, changes in the number of conference games to be played, changes from the addition and /or subtraction of conference membership or any other changes to the conference schedule. If either party moves from their respective conference to another conference within two years of the signing of this agreement, both parties will attempt to reconcile any required scheduling change that may occur as a result of such a move.

IN WITNESS WHEREOF, this contract has been executed by each of the parties hereto through its duly authorized representative on the day and year first above written.

Board of Regents, Nevada System of Higher Education, University of Nevada, Reno


BY: 
Douglas Knuth, Director of Athletics

8/26/19
Date

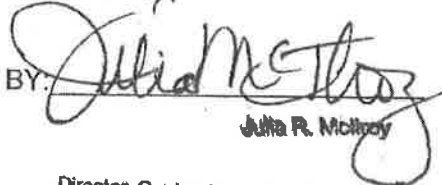
DocuSigned by:

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BY: Sheri Mendez, Assoc. Vice President-
Business and Finance

28-Aug-2019 | 8:39 AM PDT
Date

University of Idaho on behalf of the Department of Athletics

BY: 
Interim Athletics Director
Pete Trask

8/15/19
Date

BY: 
Julia R. McIlroy
Director, Contracts and Purchasing Services

8/19/19
Date