



AGREEMENT

This agreement is made and entered into on the 25 day of February 2022, between the University of Idaho (hereinafter called UI), and Abilene Christian University (hereafter called ACU).

WITNESSETH

In consideration of the mutual promises herein contained, it is agreed as follows between the parties hereto:

1. Varsity football teams representing UI and ACU will play each other on the following date:

September 21, 2024, in Abilene, TX

September 19, 2026, in Moscow, ID

The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the rules of the conferences of which UI and ACU are members, and the rules of UI and ACU.

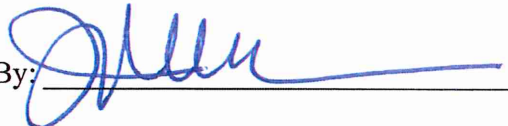
2. UI & ACU shall pay a Zero (\$0) guarantee.
3. Radio broadcasts of the game shall be under the control of the home team; however, the visiting team shall have a rights free outlet for the live radio broadcast of the game by one (1) radio station or network situated in its home area, such station to be designated by the visiting team. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.
4. Television broadcast of game shall be under control of the home team. Visiting team must negotiate with the home team for any variance of this guideline.
5. The officials for the contest will be assigned by the home team.
6. The band and cheerleaders of the visiting team shall be admitted in uniform. In addition, the visiting team shall receive 300 complimentary tickets.
7. If either party fails to comply with the terms and conditions of this agreement by unilaterally cancelling the agreement to play the game, that party shall pay to the other the sum of \$100,000 as liquidated damages and not a penalty. If cancellation is by mutual consent, this agreement shall be null and void.

8. UI and ACU recognize that exigencies beyond the control of either party, such as Acts of God, Acts of Common Enemy, civil disorders, or orders of military or public authority, may render it impossible or highly undesirable to play the game agreed to hereunder, in which the game shall be cancelled or rescheduled as such exigencies may dictate or permit.
9. The person executing this agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

FOR THE REGENTS OF
THE UNIVERSITY OF IDAHO

ABILENE CHRISTIAN UNIVERSITY

By:  _____

By:  _____
Zack Lassiter (Mar 1, 2022 22:18 CST)

Julia R. McIlroy, Director
Contracts & Purchasing Services

Zack Lassiter, VP
Athletics

Date: 2/28/2022

Date: Mar 1, 2022