

WASHINGTON STATE
ATHLETICS

FOOTBALL GAME CONTRACT

THIS AGREEMENT made and entered into this 4 of December 2018 by and between the University of Idaho (UI) and Washington State University (WSU).

WITNESSES THAT, for and in consideration of the mutual promise and covenants of the parties hereto, as follows:

1. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. The date and guarantee of the football contest between WSU and UI are as follows:

September 03, 2022 University of Idaho @ Washington State University (Pullman, WA)

Game Guarantee: \$575,000

3. Both institutions shall be governed in all respects, including the eligibility of team members, by the rules of the NCAA and/or the conferences of the respective institutions.
4. The officials who shall be in charge of the playing of the game shall be assigned and paid by the Commissioner of the **home** team's conference.
5. The parties hereto understand and agree that the other party has entered into or may enter contractual arrangements with other parties for the radio broadcast in its home area of the football contest played herein under. Host Institution agrees to provide the Visiting Institution at no cost adequate facilities at the contest site to originate one (1) live radio broadcast so as to enable Visiting Institution to fulfill its contractual obligations in connection with the sale of radio broadcasts. The parties agree, however, that Host Institution shall not be required to make any alteration to or expansion of existing broadcast facilities at the contest site for the purposes of this Agreement. The parties hereto further agree that no broadcasting facility located in the home area of the Visiting Institution will be permitted to use the broadcast facilities of the contest site without the prior written consent of the director of athletics of the Visiting Institution. Live television rights shall be determined by contracts in effect at the time of the contest which have been entered into by the Host Institution or on its behalf by the Host Institution's conference. Host Institution shall have sole authority over these rights, but shall make every good faith attempt to secure live coverage in the Visiting Institution's home area subject to the afore mentioned live television contracts.

The Visiting Institution shall have the right to produce video of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by the Visiting Institution to any person other than the incorporation of up to eight minutes (8:00) of highlights of the

game as part of a weekly coaches' show, season highlight presentations, or for viewing by the Visiting Institution's football team coaches and players. In addition, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to distribute audio and visual highlights either secured at the game or from the telecast not to exceed three minutes (3:00) in length on the Visiting Institution's and/or the Visiting Institution's conference's branded or controlled and operated linear and/or digital Network. The Host Institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Institution to produce such video. Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the Big Sky Conference and the Pac-12.

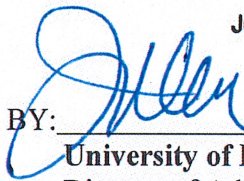
6. Mutual complimentary tickets shall be issued by the Host Institution to newspapers, radio stations, television stations, game officials, and all other people whose work benefits both parties to this contract. The value of these tickets will not be included in net receipts.
7. The Host institution shall make financial settlement to the Visiting Institution at the agreed upon amount no later than sixty (60) days after the game.
8. The Visiting Institution shall receive seven hundred (700) complimentary reserve admission tickets for this game; the value of these tickets will not be included in net receipts. Student-athletes participating, coaches and all other game workers (defined as those who have a specific and necessary duty to perform at the game and who not occupy sellable seats) shall be admitted free of charge, with such admissions not being included in the complimentary tickets. Cheerleaders and mascot, in uniform, shall be admitted free of charge.
9. Additionally, the Visiting Institution shall have the option to purchase up to five hundred (500) tickets. Additional tickets for purchase may be requested by the Visiting Institution until May 1 immediately prior to the event. Any unsold tickets may be returned to Host Institution without penalty, provided no more than two hundred (200) are returned within one week of the game and no more than fifty (50) on game day.
10. This contract shall be void in the event that it becomes impossible to play the said football game in the event of a "Force Majeure" an extraordinary event or circumstance beyond the control of the parties which prevents one or both parties from fulfilling their obligations under this contract, such as: an "act of God" (e.g., flooding earthquake, volcanic eruption), fire, war invasion, hostilities, rebellion, insurrection, strike, riot, crime, confiscation by order of the government, military or public authority or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military.
11. **WSU** currently has, and may have at the time of performance, an agreement that contractually binds **WSU** with a beverage company ("Exclusive Drink Provider") to exclusively place and utilize specific branded cups, coolers, ice chests, squeeze bottles, towels and product ("Exclusive Drink Provider Merchandise") within the players' bench area, and sidelines during the event ("Sidelines Exclusivity").
12. Either party failing to comply with the conditions of this contract, for any reason other than those contained in Article 10, either by cancellation or failure to appear, shall pay the other institution five

hundred seventy-five thousand dollars (\$575,000) within thirty days of the applicable game date unless such cancellation is by mutual consent, in which case this agreement shall be null and void.

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

Julia R. McIlroy

Director, Contracts and Purchasing Services

BY: 

University of Idaho

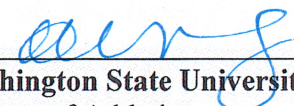
Director of Athletics

Kibbie-ASUI Activity Center

875 Perimeter Drive MS 2302

Moscow, ID 83844-2302

Date 12/4/18

BY: 

Washington State University

Date 12/18/18

Deputy Director of Athletics

PO Box 641602

Pullman, WA 99164-1602