

2022-287



University of Idaho

AGREEMENT

This agreement is made and entered into on the 15th day of October 2021, between the University of Idaho (hereinafter called UI), and Western Oregon University (hereafter called WOU).

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 WOU will play each other on the following date:

September 2, 2023, in Moscow, Idaho

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 WOU are members, and the playing rules of the NCAA and the host institution's conference.

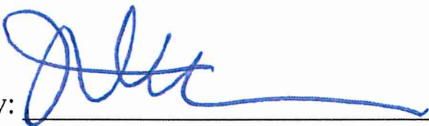
2. The home team shall pay an Eighty Thousand Dollar (\$80,000.00) guarantee to the visitor for said game. Said guarantee is to be paid on or before December 31, 2023.
3. Radio broadcasts of the game shall be under the control of the home team; however, the visitor shall have a rights free outlet for 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 visitor. 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 host party. The visiting party must negotiate with the host party for any variance of this guideline.
5. The officials for the contest will be assigned by the host institution.
6. The band and cheerleaders of the visiting team shall be admitted in uniform. In addition, the visiting team shall receive 200 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 Eighty Thousand Dollars(\$80,000.00) as liquidated damages and not a penalty. If cancellation is by mutual consent, this agreement shall be null and void.

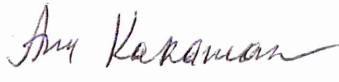
8. UI and WOU recognize that exigencies beyond the control of either party, such as Acts of God, Acts of Common Enemy, civil disorders, Pandemic conditions or orders of military or public authority, may render it impossible or highly undesirable to play the game agreed to hereunder, in which the game 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

Western Oregon University

By:  _____

By:  _____

Julia R. McIlroy, Director

Ana Karaman, Vice President for
Name, Title Finance & Administration

Contracts & Purchasing Services

Department Finance & Administration

Date: 10/18/2021

Date: 10/27/2021