



UNIVERSITY OF CALIFORNIA  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS  
FOOTBALL GAME GUARANTEE

THIS AGREEMENT is made and entered into as of February 1, 2020, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, Berkeley Campus on behalf of its Department of Intercollegiate Athletics ("Cal")

And

**UNIVERSITY OF IDAHO ("Visiting Institution")**

**Visiting Institution** located in Moscow, Idaho agrees to participate in one contest in the sport of Football on the following terms:

1. **GAME TIME AND PLACE**

The varsity football teams representing the parties will compete on **September 16, 2023**, at Memorial Stadium in Berkeley, California. Game times are to be determined based on Pacific-Twelve Conference television selections.

2. **FINANCIAL CONSIDERATION**

For consideration of its participation in the football competition, **Visiting Institution** shall receive from **Cal**, a cash guarantee of **\$650,000**. **Cal**, within a ninety (90) day period of time following the game played hereunder, shall render payment to **Visiting Institution**.

3. **COMPLIMENTARY TICKETS**

Complimentary tickets shall be issued by **Cal** to newspapers, officials, police, and all other people whose work benefits both parties to this Agreement. **Visiting Institution** shall receive **three hundred (300) complimentary tickets**. In addition to the complimentary tickets, **Visiting Institution** may purchase an allotment of tickets from **Cal**. Unsold tickets from the purchased allotment may be returned to **Cal**, without penalty to **Visiting Institution**, provided the return is completed forty-eight (48) hours prior to game kickoff.

4. **PARKING**

Number of complimentary parking permits to be provided to **Visiting Institution**: **Five (5)**

*- Parking is highly restricted on campus, all parking tickets are the responsibility of the **Visiting Institution**.*

5. **CHEERLEADERS AND BAND MEMBERS**

**Visiting Institution** cheerleaders, yell leaders and members of the marching band, all in uniforms and the band with instruments, shall be admitted to the game at no cost and be permitted to perform. Requests by **Visiting Institution** for such admissions and performance shall be submitted no later than one month before the date of the game.

6. **NCAA**

The football game provided for this Agreement shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletics Association, any conference or association to which each institution belongs, and the rules of the participating institutions.

7. **OFFICIALS**

Officials shall be appointed from the Pacific-Twelve Conference.

8. **MEDIA RIGHTS**

A. **Entities**

For all references to **Cal** and/or **Visiting Institution** that involve a Pacific-Twelve Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pacific-Twelve Conference. For all references to **Cal** or **Visiting Institution** that involve non-Pacific-Twelve Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.

B. **Radio**

The **Visiting Institution** shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the **Visiting Institution's** flagship station and additional terrestrial distribution on the **Visiting Institution's** regional network of terrestrial radio stations.

**Cal** shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. **Cal** also shall have exclusive rights to sell national terrestrial radio rights.

C. **Television, Video, Film, and Internet Video Streaming**

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

- a. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by **Cal**. **Cal** shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The **Visiting Institution** agrees to the following:

- (1) The scheduled start time for the game(s) is solely at the discretion of **Cal** and may be changed up to six (6) days in advance of the game in order to accommodate television.
- (2) Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
- (3) Media timeout formats are determined by **Cal's** conference. **Cal's** conference shall be responsible for the TV liaison (red hat).
- (4) **Cal** agrees to provide the **Visiting Institution** with one 30-second message if the game is selected for a national broadcast network or national cable network telecast.
- (5) The **Visiting Institution** may not telecast the game in any way or use any video from **Cal's** telecast of the game without the written permission of **Cal's** conference; provided, however, that the **Visiting Institution** shall be allowed the use of highlights of the game(s),

not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by Cal's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the **Visiting Institution** shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the **Visiting Institution's** or the **Visiting Institution's** conferences controlled and operated Network (e.g. Pacific-Twelve Network, Texas Longhorn Network, Big Ten Network, Mtn., etc.).

- b. Contact. Questions dealing with interpretations of the Pacific-Twelve Football Television Agreements should be addressed to the Pacific-Twelve Associate Commissioner, Television. Questions dealing with interpretations of the **Big Sky Conference** Football Television Agreements should be addressed to the **Big Sky Conference** Associate Commissioner, Television.

## 9. DISTRIBUTION OF REVENUE

If the game is televised as part of a conference package or series, the rights fee shall be determined by the agreement(s) between the Pacific-Twelve Conference and the conference of **Visiting Institution**.

In all other instances, the rights fees received by the televising institution for a local broadcast shall be retained by the televising institution for both a live and delayed telecast of the game.

## 10. SPONSOR RESTRICTIONS

**Visiting Institution** recognizes that **Cal** has exclusive agreements with certain sponsors that may prevent **Visiting Institution** from bringing certain products or items into **Cal's** facilities. **Visiting Institution** agrees to consult with **Cal** before the game to ensure that **Visiting Institution** does not bring products or items into **Cal's** facilities that violate **Cal's** sponsor agreements.

## 11. ANNOUNCEMENT OF GAME CONTRACT

Neither party will issue a press release without the advance written consent of the other party.

## 12. FORCE MAJEURE

A game shall be canceled if it becomes impossible, impracticable, or prohibited to play the game by reason of inclement weather; air quality; an unforeseen catastrophe or disaster such as fire, flood, earthquake, terrorist act, or act of political sabotage, war, or confiscation; any order of government, military or public authority; or any prohibitory or injunctive order of any competent judicial or other governmental authority, civil or military. In such case, neither Party shall be responsible to the other for any loss or damage. The Host Team, in consultation with the Visiting Team, shall determine whether it is impossible, impracticable, or prohibited to play the game pursuant to the Host Team's policies and procedures, subject to NCAA rules and applicable law. Cancellation of a game under this Paragraph shall not be deemed a breach, default, or termination of this Agreement under Section 13 of this Agreement. Visiting Team shall make good faith efforts to reschedule the game if request by Host Team. Except as agreed by the Parties, no such cancellation shall affect the Parties' obligations regarding subsequent games under this Agreement.

## 13. LIQUIDATED DAMAGES

- A. The parties agree that if the **Visiting Institution** for any reason other than a force majeure event pursuant to paragraph 12 (Force Majeure), fails to appear at **Cal's** school at the time and place scheduled herein, then the **Visiting Institution** shall be deemed to have breached the Agreement and shall pay to **Cal**:

a. A liquidated damages sum of **\$1,000,000**. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for **Cal's** loss of revenue, and shall not be viewed as a penalty. Payment must be made by the **Visiting Institution** no later than February 28th of the calendar year following the scheduled date of the football game.

B. If **Cal** for any reason other than a force majeure event pursuant to those stated in paragraph 12 (Force Majeure), fails to appear at the time and place scheduled herein for the football game, then **Cal** shall be deemed to have breached the Agreement and shall pay to the **Visiting Institution**:

b. A liquidated damages sum of **\$500,000**. This sum will represent liquidated damages for the **Visiting Institution's** loss of revenue, and shall not be viewed as a penalty. Payment must be made by **Cal** no later than February 28th of the calendar year following the scheduled date of the football game.

#### 14. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of that party's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the indemnifying party's negligent or intentional acts or omissions.

#### 15. GOVERNING LAW

This Agreement shall be governed by and enforced in accordance with the laws of the State of California without regard to its conflict of laws provisions. The parties agree that Alameda County shall be the venue for any legal action in connection with this Agreement brought in state or federal court.

#### 16. ENTIRE AGREEMENT

As of the effective date hereof, this Agreement shall constitute the entire understanding between **Cal** and **Visiting Institution** and may not be altered or modified except by a written agreement, signed by authorized representatives of both parties.

#### AGREED:

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

SIGNATURE: 

James Knowlton, Director of Intercollegiate Athletics  
University of California, Berkeley

DATE: 2/27/2020

UNIVERSITY OF IDAHO

SIGNATURE: 

NAME: Julia R. McIlroy  
University of Idaho

DATE: 3/14/20

Director, Contracts and Purchasing Services