



University of Idaho

AGREEMENT

This agreement is made and entered into on the 19th day of August, 2019, between the University of Idaho (hereinafter called UI), and Drake University (hereinafter called DU).

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 DU will play each other on the following date:

September 17, 2022 in Moscow, Idaho

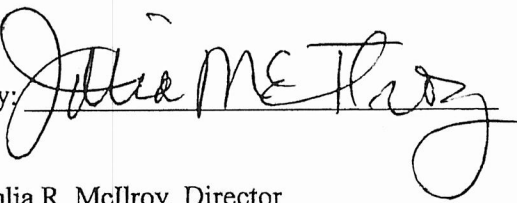
The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the rules of the conferences of which UI and DU are members, and the rules of UI and DU.

2. UI shall pay a two hundred and fifty thousand dollars (\$250,000.00) guarantee to DU for said game. Said guarantee is to be paid on or before December 31, 2022.
3. Radio broadcasts of the game shall be under the control of UI, however, DU 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 DU. 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 UI. DU must negotiate with UI for any variance of this guideline.
5. The officials for the contest will be assigned by UI.
6. The band and cheerleaders of DU shall be admitted in uniform. In addition, DU 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 five hundred thousand dollars (\$500,000.00) as liquidated damages and not a penalty. If cancellation is by mutual consent, this agreement shall be null and void.

8. UI and DU 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.

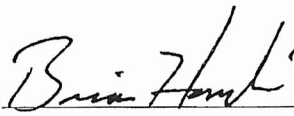

FOR THE REGENTS OF
THE UNIVERSITY OF IDAHO

By: 

Julia R. McIlroy, Director
Contracts & Purchasing Services

Date: 8/28/19

DRAKE UNIVERSITY

By:  

Brian Hardin, Athletic Director
Drake University Athletics

Date: 8/27/19