

Football Games Agreement

THIS AGREEMENT is entered into on June 19, 2015 by and between the Indiana University Department of Intercollegiate Athletics, on behalf of the Trustees of Indiana University ("IU"), and the University of Idaho ("Visiting Team") (collectively, the "Parties").

WHEREAS, IU and the Visiting Team desire to provide for the participation between the Parties' varsity football teams in the games of football;

NOW, THEREFORE, in consideration of the foregoing, IU and the Visiting Team agree as follows:

1. **Events.** The varsity football teams representing IU and the Visiting Team shall participate in games of football at IU in Bloomington, Indiana on October 2 2021 and September 17, 2022 (the "Games") at times to be determined by IU, in conjunction with agreements with the Big Ten Conference and its television partners concerning the broadcast of the Games.
2. **Rules of the Contest.** The Games, including the eligibility of the participating players and coaches, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the Big Ten Conference, the Visiting Team's conference and the institutional rules of IU and the Visiting Team.
3. **Compensation.** IU agrees to pay the Visiting Team \$1,200,000 for Game 1 and \$1,300,000 for Game 2 for participation in the Games. Payment will be made within 60 days following the Games.
4. **Officials.** The officials who shall be in charge of officiating the Games shall be appointed by the Big Ten Conference.
5. **Tickets.** IU shall determine ticket prices for the Games. The Visiting Team shall be allowed 300 complimentary tickets.
6. **Cheerleaders and Mascots.** Upon approval of IU, which approval shall not be unreasonably withheld, the Visiting Team's cheerleaders and mascot who are dressed in uniforms will be admitted to the Games at no cost; will be permitted to perform under the rules and regulations of IU; and will not be included in the complimentary ticket allowance.
7. **Vending.** IU shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions, and parking shall be the sole property of IU.
8. **Medical Care.** IU shall have a medical doctor and an ambulance at the Games site throughout the duration of the Games.

9. **Television Broadcast Rights.** Visiting Team acknowledges and agrees that (a) all rights to telecast or distribute, live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages, and via any and all forms of media and methods of distribution and distribution technology IU home football games have been assigned by IU to the Big Ten Conference, Inc. ("the Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games; (b) IU has no ability to grant to Visiting Team any rights for the telecast or distribution of the Games played pursuant to this Agreement; and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Games played pursuant to this Agreement.
10. **Radio Broadcast Rights.** IU shall retain the right of contracting for radio broadcast of the Games and shall retain the revenue from all radio rights to broadcast the Games. Notwithstanding the above, the Visiting Team shall have the right of designating one radio station in its home area which shall be given the right, for free, to broadcast a live radio description of the Games. Receipts for this broadcast shall belong to the Visiting Team.
11. **Use of Games Video.** Each team shall have the right to produce films and/or videotapes of the Games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the Games as part of a weekly coaches' show and to its football team coaches and players. IU agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. Any other usage by the Visiting Team of footage of the Games played pursuant to this Agreement shall be governed by a separate agreement between the Big Ten and Visiting Team. Each team may retain all income that it may receive from such opportunities.
12. **Force Majeure.** This Agreement shall be void with respect to the Games in the event that it becomes impossible to play the Games by reason of unforeseen catastrophe or disaster, including but not limited to fire, flood, earthquake, inclement weather, war, confiscations, by order of government, military or public authority or prohibitory injunctive orders of any competent judicial or other governmental authority. Notice of such catastrophe or disaster shall be given as soon as reasonably practicable. No such cancellation shall affect the Parties' obligations as to subsequent games, if any, covered by this Agreement, unless agreed to by mutual consent.
13. **Termination.** This Agreement may be terminated under the following conditions:
 - A. By mutual consent of both Parties, in writing.

- B. By either party if that party has formally dropped NCAA participation in the sport identified in this Agreement.
14. **Cancellation and Failure to Appear.** The Visiting Team must notify IU if they do not intend to appear for a Game.
- A. If the Visiting Team provides notice that they do not intend to appear 2 years before the time scheduled herein for each Game, the Visiting Team shall pay to IU a liquidated sum of \$1,000,000 for each game for which notice has been given. The Parties agree that the damages for the breach of this Agreement would be uncertain and/or difficult to ascertain. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made to IU within 60 days following the scheduled date of each Game for which this notice has been given.
- B. If the Visiting Team's varsity football team fails to appear at the time and place scheduled herein for each Game, except as provided in Part A above, the Visiting Team shall be deemed to have breached this Agreement and shall pay to IU a liquidated sum of \$1,300,000 for each game that the team fails to appear. The Parties agree that the damages for breach of this Agreement for failure to appear would be uncertain and/or difficult to ascertain. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made to IU within 60 days following the scheduled date of each Game that the team fails to appear.
15. **Conference Assessments.** Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
16. **Notices.** Any notice required to be given under this Agreement by either IU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to IU: Vice President and
Director of Intercollegiate Athletics
Indiana University
North End Zone
1001 E. 17th Street
Bloomington, IN 47408

If to the Visiting Team: Director of Athletics
University of Idaho
Kibbi-ASUI Activity Center
875 Perimeter Drive MS 2302
Moscow, ID 83844

17. **Severability.** If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
18. **Waiver of Rights.** No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any then-existing or subsequent breach.
19. **Choice of Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana, regardless of its place of execution. Any legal action arising under this Agreement shall be brought exclusively in the state court of Monroe County in the State of Indiana.
20. **Integration.** This Agreement constitutes the entire Agreement between the two Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both Parties.
21. **Authorization.** The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

INDIANA UNIVERSITY

By:



G. Frederick Glass
Vice President and Director of
Intercollegiate Athletics

VISITING TEAM

By:

For the Regents of the University of Idaho



Director, Contracts and Purchasing Services

Name, Title



Mary Frances McCourt
Treasurer

SMH

Donald S. Lukes

Associate Vice President
and Associate Treasurer

**Amendment #1
Football Games Agreement**

The Trustees of Indiana University ("IU") and the University of Idaho ("Visiting Team") (collectively, the "Parties") agree on February 6, 2017 to amend the Football Games Agreement ("Agreement") entered into on June 19, 2015 regarding football games to be played between the Parties.

The Parties agree as follows:

1. **Events.** The language contained in Section 1 of the Agreement shall be deleted and the following language shall be inserted in its place:

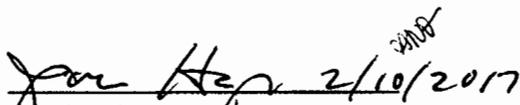
1. **Events.** The varsity football teams representing IU and the Visiting Team shall participate in games of football at IU in Bloomington, Indiana on September 11, 2021 and September 17, 2022 (the "Games") at times to be determined by IU, in conjunction with agreements with the Big Ten Conference and its television partners concerning the broadcast of the Games.

2. **Remaining Terms.** Except as modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. Any capitalized terms used herein by not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

In witness whereof, the Parties hereto have executed this First Amendment as of the dates listed below.

The Trustees of Indiana University

University of Idaho


~~Donald Lukes~~ Date 2/10/2017
Treasurer


Signature Date 2/9/17

Joan Hagen
Associate VP of University

Rob Spear, Director of Athletics
Name, Title
Controller

SECOND AMENDMENT TO
INTERCOLLEGIATE ATHLETICS AGREEMENT

This Second Amendment to a Football Games Agreement, entered into as of June 19, 2015 ("Agreement"), is between The Trustees of Indiana University ("IU"), a statutory body politic created and existing under the laws of the State of Indiana, and the University of Idaho ("Visiting Team") (together referred to as the "Parties").

WHEREAS, the Parties now desire to amend the Agreement to change the dates of the contests;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Section 1 of Amendment #1 to the Agreement, entitled "Events," is hereby deleted in its entirety and amended to state as follows:

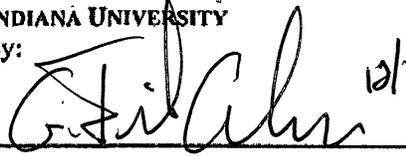
"Events. The varsity football teams representing IU and the Visiting Team shall participate in games of football at IU in Bloomington, Indiana on September 11, 2021 and September 10, 2022 (the "Games") at times to be determined by IU, in conjunction with agreement with the Big Ten Conference and its television partners concerning the broadcast of the Games."

2. All other provisions of the Agreement not modified or amended remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

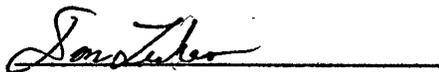
INDIANA UNIVERSITY

By:

 12/7/17

G. Frederick Glass
Vice President and Director of
Intercollegiate Athletics

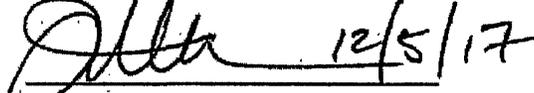
 12/6/17



Don Lukes
Treasurer

UNIVERSITY OF IDAHO

By:

 12/5/17

Signature

Date

Julia R. McIlroy

Director, Contracts and Purchasing Services

Name, Title