

**UNIVERSITY OF OREGON
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
FOOTBALL GAME CONTRACT**

This Football Game Contract ("Agreement") is entered into as of the date of the last signature below by and between the University of Oregon ("Oregon") and [University of Idaho] ("Idaho") (each a "Party" and, together, the "Parties"). The Party that hosts a game, as detailed in Paragraph 1 below, is the "Host Team," and the Party that travels to the Host Team's location for a game is the "Visiting Team."

RECITAL

The Parties desire to schedule and play one or more intercollegiate varsity football games on the terms and conditions described in this Agreement.

TERMS AND CONDITIONS

1. Scheduled Games.

Oregon and Opponent hereby schedule one or more intercollegiate varsity football games as follows:

DATE	LOCATION	HOST TEAM	VISITING TEAM
August 31, 2024	Eugene, OR	Oregon	Idaho

2. Compensation.

The Host Team of a game shall compensate the Visiting Team for that game as follows:

DATE OF GAME	AMOUNT PAID BY HOST TEAM TO VISITING TEAM
August 31, 2024	\$675,000

The Host Team will pay the Visiting Team within 120 days following the date each game is completed. Except as otherwise provided in this Agreement, neither Party will provide any other compensation to the other under this Agreement.

3. Rules.

Each game shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") in effect at the time of the game.

4. Officials.

The officials for each game will be will be assigned and paid as follows:

DATE OF GAME	ASSIGNMENT OF OFFICIALS	PAYING TEAM
August 31, 2024	Pac-12 Conference	Oregon/Pac-12 Conference

5. Tickets.

(A) Ticket prices for each game shall be determined by the Host Team.

(B) The Host Team will issue a reasonable number of complimentary tickets, media passes, or other passes to members of the news media, officials, and to others whose work benefits both Parties to this Agreement. The Host Team will keep a record showing the recipient of each ticket or pass provided under this Paragraph and will provide the record to the Visiting Team upon request.

(C) The Host Team will provide the Visiting Team with 500 complimentary tickets for distribution to players, coaching staff, and others not described in Paragraph 5(B).

(D) The Host Team shall admit the Visiting Team's cheerleaders and mascots, which will total no more than 25 individuals, without charge if they are in uniform. Admissions provided under this Paragraph are in addition to any complimentary ticket allowance.

(E) If requested, the Visiting Team shall be allotted 1,500 tickets for sale by its official ticket outlet. This allotment includes any seating required, if any, by the Visiting Team's band. The Visiting Team must request tickets for its band, which will total no more than 300 performers, no later than July 1 of the year in which the game will be played. The Visiting Team's unsold tickets for each game will be returned to the Host Team no later than August 1 of the year of the game (except for up to 50 tickets which may be returned without penalty on the date of the game).

(F) In addition to all other tickets described in this Agreement, the Visiting Team shall be allowed TBD sideline passes at no charge. Use of these passes is restricted to the Visiting Team's coaches, trainers, and working personnel only.

6. Performance and Conduct.

The Visiting Team band, cheerleaders, and mascot will perform under the rules and regulations of the Host Team.

7. Concessions, Parking, and Other Revenue.

The Host Team for each game has the exclusive right to sell programs and operate concessions and parking. All revenue earned from these or any other activities shall be the sole property of the Host Team. The Visiting Team does not have any right to any income or compensation from the Home Team as a result of this Agreement except as provided in Paragraph 2 or as otherwise expressly stated herein.

8. Complimentary Game Programs.

The Host Team will provide the Visiting Team with TBD game programs at no charge, which will be delivered to the Visiting Team's locker room.

9. Arrival of Teams.

The Host Team and Visiting Team will present themselves at the site of each game at least 18 hours before the scheduled starting time of the game. On the day of the game, each team shall be present at the site of the game at least 2 hours before the start time.

10. Radio and other Broadcast Media, including the Internet.

The Visiting Team shall have the right to and be provided space for one radio broadcast outlet for a non-exclusive radio broadcast by the Visiting Team's local flagship station that is distributed via regional terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, or similar audio-only distribution.

The Host Team retains all other regional terrestrial, national terrestrial, and satellite radio rights, and any other audio distribution method now known, existing, or hereafter developed. The Host Team's rights include the exclusive rights to sell national terrestrial radio rights.

11. Television, Video, Film and Internet Streaming.

(A) Media Rights. For any "Host Team" or "Visiting Team" that is a member of the Pac-12 Conference, all media rights and any other grant of rights referenced herein are retained by the Pac-12 Conference, except radio rights (which are retained by the Home Team and Visiting Team as described in Paragraph 10). For any other "Host Team" or "Visiting Team," the media rights and other grant of rights referenced herein are controlled in-line with such institution's and its affiliated conference's media agreements and other media rights policies.

(B) Maximum Media Exposure. The Parties desire that the games to be played under this Agreement have maximum media exposure, including national television exposure.

(C) Agreement to Telecast. Each game described in this Agreement will be available for telecasting by the Host Team. The Host Team will have all rights of telecast, including, but not limited to, national network television broadcast, national cable broadcast, conference network broadcast, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated broadcast packages, and telecasting by any and all other means and media. The Visiting Team agrees to the following:

(i) The scheduled start time for each game is at the sole discretion of the Host Team and may be changed up to 6 days in advance of the game to accommodate television;

(ii) Any change in the date of a game, including changes for television, must be mutually agreed upon by the Parties;

(iii) Media timeout formats are determined by the Host Team or the Host Team's conference. The Host Team or Host Team's conference is responsible for providing a TV liaison (red hat); and

(iv) The Visiting Team may record or produce video of a game for use by the Visiting Team's football coaches and players for coaching purposes. Such video may not be replayed, used, or otherwise distributed by the Visiting Team for any other use except (i) incorporation of a cumulative maximum of eight minutes of footage from each game for use in a weekly coach's show or in season highlight presentations; (ii) following the conclusion of the game, incorporation of a cumulative maximum of three minutes of audio or video footage for use in highlight packages distributed on the Visiting Team's or the Visiting Team's conference's controlled and operated linear and/or digital network. The Host Team agrees to provide facilities cameras as may be reasonably required by the Visiting Team to record or produce such video. Any agreement allowing the Visiting Team to use any additional footage of any game or footage of any game for any other purpose must be established by a separate agreement between the Big Sky Conference and the Pac-12 Conference.

12. Contact.

Questions dealing with interpretations of the Pac-12 Conference's football television agreements should be addressed to the Pac-12 Conference Associate Commissioner, Television. Questions dealing with interpretations of the Big Sky's conference football television agreements should be addressed to the Big Sky Conference.

13. Expenses.

Each Party is solely responsible for its travel arrangements and solely responsible for all its costs and expenses associated with performing this Agreement.

14. Exclusivities.

To the extent commercially reasonable and then customary in Football Bowl Subdivision ("FBS") intercollegiate football games, the Visiting Team will abide by the Host Team's obligations to sponsors and suppliers, including, but not limited to, exclusivity arrangements regarding items to be utilized, made available, offered, sold, acknowledged, or associated with the Host Team and its game facility. Nevertheless, the Visiting Team is permitted to use any items that it normally uses at its home game facility and, in conjunction with such use, may display the item name, logo, image, slogan, or identifying marks in a safe and responsible manner. In addition, Visiting Team personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines may wear any brand name clothing or equipment and display any item name, logo, image, slogan, or identifying mark as is customary at its home game facility.

15. Force Majeure.

(A) Cancellation. A game shall be canceled if it becomes impossible, impracticable, or prohibited to play the game by reason of bad 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 Paragraph 16(B) of this Agreement. The Host Team will notify the Visiting Team of the determination to cancel a game as soon as possible, and the Parties discuss possible dates to reschedule the game. Except as agreed by the Parties, no such cancellation shall affect the Parties' obligations regarding subsequent games under this Agreement.

(B) NCAA Sanctions. The imposition of sanctions on either Party by the NCAA or its member athletic conferences or institutions does not constitute an "impossible, impracticable, or prohibited" circumstance or condition under Paragraph 15(A) and does not relieve the sanctioned Party of its obligations, including financial obligations, under this Agreement.

16. Default, Termination, and Damages.

(A) Except as otherwise provided in this Agreement, this Agreement may be terminated only by written agreement signed by an authorized representative of each Party.

(B) A Party is in default of this Agreement if:

(i) At any time, the Party fails to meet then-existing criteria for NCAA FBS or FCS membership or the requirements of NCAA Bylaws 18.7.2.1.1 and 20.9.9.2.1;

(ii) The Party refuses, is unable, or otherwise causes the Parties to be unable to play a game, except as expressly described in Paragraph 15; or

(iii) The Party is in violation of any other provision of this Agreement for more than 30 days.

(C) Upon default of either Party, the non-defaulting Party may, without penalty or damages, terminate this Agreement immediately upon written notice to the defaulting Party.

(D) In the event a game will not be played due to default under Paragraph 16(B)(ii), the defaulting Party shall pay to the other Party, no later than 90 days after the date of default, the sum of \$1,000,000 for each cancelled game. The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that a Party's breach of this Agreement will cause the other Party to suffer damages in the form of the loss of income and other economic and non-economic benefits, which damages are extremely difficult to determine fairly, adequately, or with certainty. The Parties further agree that the payment of such liquidated damages constitute sufficient, adequate, and reasonable compensation for any loss, damages, or injury suffered as a result of the breach. The foregoing is not, and should not be construed to be, a penalty.

17. Grants-in-aid Certification.

Idaho hereby certifies that it currently, as of the date of its signature below, meets the requirements of NCAA Bylaws 18.7.2.1.1 and 20.9.9.2.1 which specifies that it has averaged 90 percent of the permissible maximum number of grants-in-aid per year in football over a rolling two-year period.

Idaho also agrees that if at any point prior to August 31, 2024 pursuant to NCAA Bylaws 18.7.2.1.1 and 20.9.9.2.1, Visiting Team fails to maintain an average of 90 percent of the permissible maximum number of grants-in-aid per year in football over a rolling two-year period, Visiting Team will be considered in breach of this contract and shall notify the University of Oregon in writing of this fact within five (5) business days of its first knowledge of this breach. Idaho shall be subject to liquidated damages as specified in section 16(D) as noted above.

18. Insurance.

The Parties any of their applicable contractors will maintain general commercial liability, commercial automobile liability, property, workers' compensation, and athletic participants' life, health, accident, and catastrophic insurance coverage with qualified insurers or through properly funded self-insurance programs, in such forms and in such amounts as may be appropriate and reasonably necessary for each game.

19. Waiver.

The failure at any time of any Party to demand strict performance of the other Party of any of the terms, covenants, or conditions set forth in this Agreement shall not be construed as a waiver or relinquishment thereof, and either Party may at any time demand strict and complete performance of any other Party of such terms, covenants, and conditions.

20. Assignment.

The rights and responsibilities granted hereunder are not assignable or transferable. There are no third-party beneficiaries of this Agreement. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto and their respective legal representatives, successors and assigns where expressly permitted by this Agreement.

21. Severability.

If any clause or provision of this Agreement shall be deemed or held to be illegal, invalid or unenforceable, then such clause or provision shall be modified to the minimum extent necessary in order to make such clause or provision legal, valid, and enforceable.

22. Merger and Amendment.

This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, either oral or written, not specified in this Agreement. No amendment, consent, or waiver of terms of this Agreement will bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver will be effective only in the specific instance and for the specific purpose given.

23. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

24. Execution and Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of an original, but all of which together constitute one instrument.

The University of Oregon

BY: 


NAME: Rob Mullens

TITLE: Director of Athletics

DATE: _____

EIN: 93-6001786

The University of Idaho

BY: 

NAME: Julia McElroy

TITLE: Director, Contracts

DATE: 10/30/18

EIN: 82-9000645