

THE UNIVERSITY OF WYOMING  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

FOOTBALL AGREEMENT

THIS AGREEMENT entered into the 10<sup>th</sup> Day of May, 2020, by and between THE UNIVERSITY OF WYOMING (hereinafter “HOME INSTITUTION”) and THE UNIVERSITY OF IDAHO (hereinafter “VISITING INSTITUTION”) shall confirm the arrangements made to cause their respective teams to play a game of football in accordance with the terms of this agreement. The game shall be held as set forth below:

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>
Saturday, September 7, 2024	War Memorial Stadium, Laramie, WY	TBD

In consideration of the mutual promises and covenants contained and other good and valuable consideration, the parties, intending to be legally bound agree as follows:

1. **Rules for the Contest:**

The contest shall be governed by the rules of the National Collegiate Athletic Association (NCAA), the Mountain West Conference and the appropriate visiting institution’s conference, the respective institutions, and the guidelines of the American Football Coaches Association (AFCA) as in effect at the time of the contest.

2. **Eligibility of Team Members:**

The eligibility of all players to participate in said game shall be determined by the rules and regulations of its own organization, conference, institution and the NCAA as in effect at the time of the contest.

3. **Officials:** The officials for each contest shall be assigned as follows:

**UNLESS INDICATED OTHERWISE THE ASSIGNING AGENCY OF THE HOME INSTITUTION WILL BE RESPONSIBLE FOR ALL OFFICIATING ASSIGNMENTS.**

4. **Financial Considerations:**

The HOME INSTITUTION shall compensate the VISITING INSTITUTION as set forth below, and no other compensation shall be due or payable:

a. **The HOME INSTITUTION will pay the VISITING INSTITUTION the sum of \$425,000 for the scheduled contest on September 7, 2024.**

b. Other: Revenue from radio and television shall be handled as set forth in subsequent paragraphs and shall be in addition to any compensation payable under this paragraph.

5. **Games Expenses:**

The HOME INSTITUTION shall manage the game and shall be responsible for arranging and conducting the ticket sales, advertising, and other details attendant upon such games and shall pay all expenses except the expenses of the VISITING INSTITUTION.

6. **Settlement:**

Payment due under this agreement shall be made no later than **February 1** following said contest.

7. **Allocation of Tickets:**

- a. The **HOME INSTITUTION** shall establish ticket prices.
- b. The **VISITING INSTITUTION** shall be allotted 400 complimentary tickets. The band, cheerleaders and mascot shall be included in the complimentary ticket allotment.

8. **Bench Credentials:**

The **VISITING INSTITUTION** shall be allowed 60 bench credentials at no charge per current conference policy (please note this is subject to change). These shall be in addition to complimentary tickets, and to the free admission of cheerleaders and mascots, but shall not include athletic director's/press box and coaches booth credentials. They are for use by all bench personnel with the exception of team members in uniform. All **VISITING INSTITUTION** bench credentials will be restricted to the **VISITING INSTITUTION** bench area.

9. **Credentials/Team Parking/Permits:**

The **VISITING INSTITUTION** shall be provided all access passes, coaches booth passes, team/coaches video passes, field pass for the cheerleading coordinator and parking passes for use by the football program and administration. Credential requests shall be subject to mutual agreement, availability and facility constraints.

- a. The **VISITING INSTITUTION** will be provided with three (3) parking permits to be used by visiting dignitaries.
- b. The **VISITING INSTITUTION** will be provided with one (1) parking permit for team managers to un-load and load necessary equipment adjacent to team locker room facilities.

10. **Radio Rights:**

- a. The **HOME INSTITUTION** shall retain the revenue from and have full control of all radio rights to broadcast the game and shall have exclusive radio rights. Games requested for distribution by a national radio network/syndicate are subject to approval by the **HOME INSTITUTION/CONFERENCE**.
- b. Notwithstanding the foregoing, the **VISITING INSTITUTION** shall be allowed **ONE** free outlet for a live commercial radio broadcast and shall retain the revenue from such broadcast. The **HOME INSTITUTION** shall provide press box broadcast facilities for the **VISITING INSTITUTION** and shall not be required to make any alteration to existing facilities. All other broadcast rights and privileges and receipts there from shall belong exclusively to the **HOME INSTITUTION**.

11. **Television and Video:**

- a. Television rights will be governed by any existing or future agreements between the **HOME INSTITUTION /CONFERENCE** and their television partners.
- b. Each party shall have the right to utilize highlights of the game for use in a coach's show subject to television rules of the **HOME INSTITUTION /CONFERENCE** and their television entities. Each party may retain all income it may receive from such opportunities.

12. **Programs:**

The **VISITING INSTITUTION** shall be furnished with programs, to be delivered to its dressing room at least one hour before game time.

13. **Concessions, Parking, and Program Income:**

The **HOME INSTITUTION** shall have the exclusive rights to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the **HOME INSTITUTION**.

14. **Day Before the Game Practice:**

If requested by the **VISITING INSTITUTION**, no later than three weeks (21 days) before the date of the game, the **HOME INSTITUTION** will arrange appropriate on-campus practice space for the **VISITING INSTITUTION** to hold a one-hour day before game afternoon walk-through session. The **HOME INSTITUTION** administration shall make appropriate arrangements to ensure that this walk-through session is a "closed practice" within reason.

15. **Arrival of Teams:**

The teams shall present themselves at the site of the contest in condition to play at least 60 minutes before the time advertised as the starting time of the contest.

16. **Halftime:**

Halftime will be 20 minutes. The 20-minute clock will start immediately after the horn ending the second period, not after the field is cleared of the teams. Halftime may be extended for special ceremonies only at the discretion of the **HOME INSTITUTION**. The **HOME INSTITUTION** will be responsible to notify the **VISITING INSTITUTION** of the extension prior to their arrival on site.

17. **Sponsors:**

**EXCLUSIVE BEVERAGE CONTRACT.** For campus functions and games, Visiting Team shall adhere to the UNIVERSITY's exclusive contract for Pepsi products provided by Wyoming Beverage Inc. (WBI) to supply or use only products that are exclusive to the contract with WBI. The items that are included in the WBI contract are carbonated or non-carbonated or naturally or artificially flavored drinks, whether served at ambient, cold or frozen temperatures, including all types of bottled water, juice or juice drinks, and isotonic/sports. "Bottled water" means pre-packages, single-serve waters, including still, effervescent, unflavored and flavored, and vitamin additive or otherwise fortified varieties. Beverages excludes milk, flavored milk, fruit and/or yogurt based smoothies, hot or cold coffee or tea freshly brewed on the premise, tap water or fruit or vegetable juices either squeezed fresh on the premises or made from concentrates.

18. **Cheerleaders, Mascots/Bands:**

- a. Band members will be assigned seating prior to said contest.
- b. A total of twelve (12) **VISITING INSTITUTION** cheerleaders and one (1) mascot will be allowed on the field at all times. The cheerleaders and the mascot will remain in front of the **VISITING FAN** seating section. **VISITING INSTITUTION cheerleaders and/or mascot are not allowed to run end zones.**
- c. Mascots are required to stay on the **VISITING INSTITUTION'S** sideline and shall not interact with the **HOME INSTITUTION'S** mascot.

19. **Impossibility:**

If an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest shall be canceled, and neither party shall be responsible to the other for any loss or damage. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such a catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement. The punishment or sanctioning of either party by the NCAA or its member conference shall not be considered "beyond the control of either party" and shall not relieve the sanctioned party of its obligations hereunder, including all financial obligations.

20. **Conference Commitments:**

In the event any game to be played hereunder is canceled and cannot be rescheduled as a result of a change in the scheduling requirements of either party's member conference, neither party shall be responsible to the other for any loss or damage resulting from such change. For purposes of this paragraph, a change in scheduling requirements shall include, without limitation, changes in the number of conference games to be played, changes resulting from the addition or subtraction of conference members, or any other changes in conference schedules.

21. **NCAA Division Membership:**

In the event that either party's NCAA division membership classification changes prior to the game/s being played this contract shall be immediately rendered null and void. Furthermore, neither party shall be responsible to the other for any loss or damage resulting from such change. For purposes of this paragraph, a change in NCAA division membership shall include, without limitation, the reclassification of a party's football program (e.g., a Division I-FBS institution reclassifies to Division I-FCS, Division II, etc.).

22. **Indemnification:**

To the extent allowed by law, each party agrees to indemnify, defend and hold harmless the other, from and against any and all claims, demands, costs (including attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of that party, or its employees, agents and assigns.

23. **Damages:**

- a. If this agreement is breached by the **VISITING INSTITUTION** and no contest occurs between the **HOME INSTITUTION** and **VISITING INSTITUTION**, then the **VISITING INSTITUTION** shall pay to the **HOME INSTITUTION** liquidated damages of **\$425,000** (due and payable 30 days from agreement to terminate contest)
- b. If this agreement is breached by the **HOME INSTITUTION** and no contest occurs between the **HOME INSTITUTION** and **VISITING INSTITUTION**, then the **HOME INSTITUTION** shall pay to the **VISITING INSTITUTION** liquidated damages of **\$425,000** (due and payable 30 days from agreement to terminate contest).

24. **Termination:**

This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:

- a. Failure of a party to perform any of its obligations under this contract and the continuance of such failure for a period of 30 days after written notice of such failure; or
- b. The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA.

25. **General Provisions:**

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. The University of Wyoming's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.
- c. **Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- d. **Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. **Governmental Claims.** Any actions or claims against the University of Wyoming under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.* (1977) as amended.
- f. **Insurance.** Each party will carry insurance or self-insurance in amounts determined by that party to be adequate to cover risks to its employees, students and property involved in the event as well as that party's legal obligations including the indemnity provisions contained in this Agreement.
- g. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- h. **Sovereign Immunity.** Neither party waives its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- i. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

26. **Execution of This Agreement:**

This Agreement will be rendered null and void unless signed and returned to the University of Wyoming by no later than \_\_\_\_\_.

27. **Signatures:**

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**RECOMMENDED BY:**

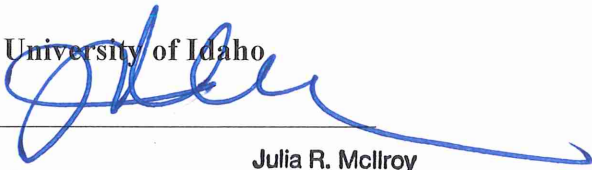
By: \_\_\_\_\_  
Thomas Burman  
Director of Intercollegiate Athletics

Date: \_\_\_\_\_

**AGREED TO BY:**

The University of Wyoming  
By: William Mai  
89242AE0198C483...  
Vice President for Administration

Date: 5/19/2020

The University of Idaho  
By:   
Print Name: Julia R. McIlroy

Title: Director, Contracts and Purchasing Services

Date: 5/20/2020

Please sign and **RETURN ORIGINAL COPY to:**  
Director of Athletics, The University of Wyoming, Department of Athletics, 1000 East University Avenue, Dept. 3414, Laramie, WY 82071

*\*Please retain a copy of this Agreement for your record*

## Zimmer, Thomas (zimmer@uidaho.edu)

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**From:** Mooney, Timothy (tmooney@uidaho.edu)  
**Sent:** Wednesday, May 20, 2020 4:44 PM  
**To:** Zimmer, Thomas (zimmer@uidaho.edu); McIlraith, Sean (seanm@uidaho.edu)  
**Subject:** FW: Idaho/WY FB Contract (2024)

See below.

*Tim Mooney*

Timothy Mooney, Assoc. AD  
University of Idaho  
875 Perimeter Drive MS 2302  
Moscow ID 83844-2302  
Office: 208-885-0258  
[www.uidaho.edu/giving](http://www.uidaho.edu/giving)  
PRIDE.TRADITION.EXCELLENCE

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**From:** Matthew J. Whisenant <MWhise@uwyo.edu>  
**Sent:** Wednesday, May 20, 2020 3:08 PM  
**To:** McIlroy, Julia (juliam@uidaho.edu) <juliam@uidaho.edu>  
**Cc:** Gawlik, Terry (tlg@uidaho.edu) <tlg@uidaho.edu>; Mooney, Timothy (tmooney@uidaho.edu) <tmooney@uidaho.edu>  
**Subject:** RE: Idaho/WY FB Contract (2024)

Great. Let's go without Tom's signature.

Matt Whisenant  
Deputy Director of Athletics  
University of Wyoming Athletics  
1000 E. University Avenue | Laramie, Wyoming 82071  
Phone: (307) 766-5551 | Cell: (307) 760-9050 | Fax: (307) 766-5414 | [mwhise@uwyo.edu](mailto:mwhise@uwyo.edu)  
<http://www.gowyo.com/>



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**From:** McIlroy, Julia ([juliam@uidaho.edu](mailto:juliam@uidaho.edu)) <[juliam@uidaho.edu](mailto:juliam@uidaho.edu)>  
**Sent:** Wednesday, May 20, 2020 4:05 PM  
**To:** Matthew J. Whisenant <[MWhise@uwyo.edu](mailto:MWhise@uwyo.edu)>  
**Cc:** Gawlik, Terry ([tlg@uidaho.edu](mailto:tlg@uidaho.edu)) <[tlg@uidaho.edu](mailto:tlg@uidaho.edu)>; Mooney, Timothy ([tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)) <[tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)>  
**Subject:** Re: Idaho/WY FB Contract (2024)

There's a signature line for Thomas B., but I'm fine without it.

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**From:** "Matthew J. Whisenant" <[MWhise@uwyo.edu](mailto:MWhise@uwyo.edu)>  
**Date:** Wednesday, May 20, 2020 at 3:04 PM  
**To:** Julia McIlroy <[juliam@uidaho.edu](mailto:juliam@uidaho.edu)>  
**Cc:** "Gawlik, Terry ([tlg@uidaho.edu](mailto:tlg@uidaho.edu))" <[tlg@uidaho.edu](mailto:tlg@uidaho.edu)>, Timothy Mooney <[tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)>  
**Subject:** RE: Idaho/WY FB Contract (2024)

Do you need another signature (our VP Bill Mai already signed it)?

Matt Whisenant  
Deputy Director of Athletics  
University of Wyoming Athletics  
1000 E. University Avenue | Laramie, Wyoming 82071  
Phone: (307) 766-5551 | Cell: (307) 760-9050 | Fax: (307) 766-5414 | [mwhise@uwyo.edu](mailto:mwhise@uwyo.edu)  
<http://www.gowyo.com/>



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**From:** McIlroy, Julia ([juliam@uidaho.edu](mailto:juliam@uidaho.edu)) <[juliam@uidaho.edu](mailto:juliam@uidaho.edu)>  
**Sent:** Wednesday, May 20, 2020 4:01 PM  
**To:** Matthew J. Whisenant <[MWhise@uwyo.edu](mailto:MWhise@uwyo.edu)>  
**Cc:** Gawlik, Terry ([tlg@uidaho.edu](mailto:tlg@uidaho.edu)) <[tlg@uidaho.edu](mailto:tlg@uidaho.edu)>; Mooney, Timothy ([tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)) <[tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)>  
**Subject:** Re: Idaho/WY FB Contract (2024)

◆ This message was sent from a non-UWYO address. Please exercise caution when clicking links or opening attachments from external sources.

Hi, Matt. Please sign and return to me.

Best, Julia

~~~~~  
Julia R. McIlroy, '13 '18  
Director  
Contracts and Purchasing Services

Shoup Hall - Room 317  
Phone: 208-885-6123  
Cell: 208-310-1133  
Email: [juliam@uidaho.edu](mailto:juliam@uidaho.edu)





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**From:** Matthew J. Whisenant <[MWhise@uwyo.edu](mailto:MWhise@uwyo.edu)>  
**Sent:** Wednesday, May 20, 2020 10:13 AM  
**To:** Mooney, Timothy ([tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)) <[tmooney@uidaho.edu](mailto:tmooney@uidaho.edu)>  
**Subject:** Idaho/WY FB Contract (2024)

Tim,

Please see attached. Sorry for the delay.

Matt Whisenant  
Deputy Director of Athletics  
University of Wyoming Athletics  
1000 E. University Avenue | Laramie, Wyoming 82071  
Phone: (307) 766-5551 | Cell: (307) 760-9050 | Fax: (307) 766-5414 | [mwhise@uwyo.edu](mailto:mwhise@uwyo.edu)  
<http://www.gowyo.com/>



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**From:** Hannah Elizabeth Turner <[Hannah.Turner@uwyo.edu](mailto:Hannah.Turner@uwyo.edu)>  
**Sent:** Wednesday, May 20, 2020 6:40 AM  
**To:** Matthew J. Whisenant <[MWhise@uwyo.edu](mailto:MWhise@uwyo.edu)>  
**Subject:** FB v. Idaho 2024 Contract

Morning!  
Attached is the signed Idaho contract.

Thanks,  
Hannah

**Hannah Turner**  
Director of Event Management & Game Operations  
University of Wyoming Athletics

1000 E. University Avenue | Laramie, Wyoming 82071

Phone: 307.766.2015 | Fax: 307.766.5050 | [Hannah.Turner@uwyo.edu](mailto:Hannah.Turner@uwyo.edu)

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