

AGREEMENT

This agreement is made and entered into on the 8th day of January 2021, between the University of Idaho (hereinafter UI), and Dixie State University (hereafter DSU).

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 DSU will play each other on the following dates:

September 1, 2029, in Moscow, Idaho
September 7, 2030, in St. George, Utah

The football games 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 DSU are members, and the rules of UI and DSU.

2. The Cheerleaders and mascot, in uniform, shall be admitted free of charge. In addition, the visiting team shall receive three hundred and fifty (250) complimentary tickets; the value of these tickets will not be included in net receipts. Student-athletes participating, coaches and all other game workers (defined as those who have a specific and necessary duty to perform at the game and who not occupy sellable seats) shall be admitted free of charge, with such admissions not being included in the complimentary tickets.
3. Radio broadcasts of the game shall be under the control of the home team; however, the visitor 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 the visitor. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.
4. Television broadcast of games shall be under control of the host party. The visiting party must negotiate with the host party for any variance of this guideline.
5. The officials for the contests will be selected by the home institution and all expenses paid by the home institution.
6. If either party fails to comply with the terms and conditions of this contract by unilaterally cancelling the agreement to play the game, that party shall pay to the

other the sum of Three Hundred Thousand Dollars (\$300,000.00) as liquidated damages and not a penalty. If cancellation is by mutual consent, this contract shall be null and void.

7. The UI and DSU 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 event or events the game shall be cancelled or rescheduled as such exigencies may dictate or permit.
8. 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: 11/16/2021

DIXIE STATE UNIVERSITY

By: 

Jason Boothe
Director of Athletics

Date: 11/22/2021