

**UNIVERSITY OF ST. THOMAS
NON-CONFERENCE FOOTBALL AGREEMENT**

This Agreement is entered into effective as of the date of last signature below ("Effective Date") by the University of St. Thomas (Minnesota) and the University of Idaho. For purposes of this agreement, St. Thomas will be designated "Home Team" for the game to be played on September 6, 2025 and "Visiting Team" for the game played on September 18, 2027. The University of Idaho will be designated "Visiting Team" for the game to be played on September 6, 2025 and "Home Team" for the game to be played on September 18, 2027.

The parties wish to set forth the arrangements and conditions under which Home Team and Visiting Team will meet in a football competition hosted by Home Team.

Accordingly, the parties agree as follows:

1. Game(s).

- a. Date, Time and Location. Each party will cause its varsity football team to participate in a football game ("Game") on the date(s) ("Game Date(s)") and location ("Game Location") below, in accordance with the terms of this Agreement. The starting time of each Game ("Game Time") will be decided by the Home Team but will be no earlier than 12:00 PM local time and no later than 7:00 PM local time unless otherwise mutually agreed in writing by the parties.

Game Date(s)	Game Location
September 6, 2025	University of St. Thomas (Minnesota)
September 18, 2027	University of Idaho

- b. Conference Schedule. The parties agree that each Game Date may be subject to the Pioneer Football League and the Big Sky Conference schedule. If a party requests a Game Date change in order to comply with the party's conference schedule, the opponent party will make reasonable efforts to accommodate the request, and the Game Date will be revised with the written consent of both parties and, if necessary, the Visiting Conference and the Home Conference.
- c. Arrival of Teams. The Home Team and Visiting Team football teams will present themselves at the Game Location in condition to play at least thirty (30) minutes before the advertised Game Time.
- d. Rules; Eligibility of Team Members. The Game, and the eligibility of each team member to participate in the Game, will be governed by the rules and regulations of the applicable governing bodies (conference and national) and the institutional rules of the Home Team and Visiting Team in effect at Game Time.
- e. Officials. The Game officials will be a solid crew assigned by the Home Conference.
- f. Emergency Medical Care. The Home Team will have a medical doctor and an ambulance at the Game Location throughout the duration of each Game.

2. Game Expenses. The Home Team will manage the Game, be responsible for the arrangement and conduct of Game-related ticket sales, advertising and other details, and pay all Game-related expenses other than the expenses of the Visiting Team.
3. Assessments. Each party will be solely responsible for payment of any assessments due its own conference or any other governing body, including any taxing authorities.
4. Game Programs. If Game programs are produced by the Home Team, the Visiting Team will be furnished with seventy-five (75) free Game programs to be delivered to its locker room at least one (1) hour before Game time.
5. Tickets.
 - a. Ticket Prices. Ticket prices for the Game will be set by the Home Team.
 - b. Admissions Not Requiring Tickets. No tickets will be required for Game admission by:
 - i. Mascot and cheerleaders who are in uniform and remain in uniform. Cheerleaders will be located in a designated area on the field, near the Visiting Team bench area.
 - ii. Visiting Team band members who are in uniform, if Home Team has approved attendance by the Visiting Team band(s) in writing in advance. The Visiting Team must request band attendance no later than March 1 immediately prior to the Game Date, and the Home Team will approve or reject the request no later than June 1 immediately prior to the Game Date. If approved, Visiting Team band members will be seated at field level and/or not in a priced seating area.
 - c. Ticket Allocation to the Visiting Team.
 - i. The Visiting Team will receive two hundred fifty (250) complimentary Game tickets.
 - ii. The Visiting Team will have the option to purchase up to two hundred fifty (250) additional Game tickets from the Home Team for distribution or sale by the Visiting Team. Promptly following execution of this Agreement, the Home Team will provide the Visiting Team with its stadium seating chart indicating the location of the Visiting Team's allocation of seats. The Home Team will use reasonable efforts to provide a contiguous set of seats for the Visiting Team.
 - iii. The Visiting Team will return all unsold tickets to the Home Team three (3) weeks prior to the Game Date ("Deadline") to permit their sale by the Home Team. If the Visiting Team fails to return any unsold tickets before the Deadline, the Visiting Team will not receive a refund or reimbursement for those unsold tickets unless otherwise agreed in writing by the Home Team in its sole discretion.
6. Credentials.

Visiting Team. The Visiting Team will receive credentials according to Home Team policies and procedures, which will be communicated to the Visiting team no later than thirty (30) days prior to game.

- a. Media. All media credentials will be issued by the Home Team's Athletics Communications Office. Advance inquiry is requested to accommodate media.
7. Concessions, Parking and Program Income. The Home Team will have the exclusive right to sell Game programs and to operate concessions and parking at the Game. All income derived from Game program sales, concessions and parking will be the sole property of the Home Team, and no such income will be shared with the Visiting Team.
8. Game Sponsors. The Visiting Team recognizes that the Home Team may have exclusivity or other agreements that may prevent the Visiting Team from bringing certain products or items into the stadium that is the Game Location. The Visiting Team agrees to consult with the Home Team before the Game to ensure the Visiting Team does not bring products or items into the stadium that is the Game Location that violate the Home Team's exclusivity and other agreements.
9. Radio.
 - a. Rights of Visiting Team. The Visiting Team is permitted to designate a single station or single network (one (1) origination) to carry a live radio broadcast of the Game without any rights fee to the Home Team ("Single Origination Broadcast") unless otherwise approved in writing by the Home Team. The Visiting Team will retain all revenues derived from the Single Origination Broadcast. The Home Team will provide a designated location for the Visiting Team and will not be required to make any alteration to existing facilities. The Visiting Team will be responsible for arranging and paying for telephone and broadcast lines necessary for its Single Origination Broadcast.
 - b. Rights of Home Team. The radio broadcast of Games under this Agreement, including but not limited to national and satellite radio, will be under the control of the Home Team, which will retain the entire revenue and full control of radio rights for the Game, other than the Single Origination Broadcast. No radio revenue derived by the Home Team will be shared with the Visiting Team.
10. Telecast.
 - a. Definitions. For purposes of this Agreement:
 - i. "Telecast" means any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS satellite, high-definition, subscription broadcasts (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, in any and all markets, in any and all languages, and including the retransmission of any such works.
 - ii. "Telecast Rights" are defined as all rights to distribute, transmit, display, project duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever, the internet and any other form of computer distribution, all forms of enhanced television or interactive

media, home video, DVD, distribution to mobile platforms (including, without limitation, personal digital assistants and mobile telephones) and all other forms of new media.

- b. Allocation of Telecast Rights and Revenues. The Visiting Team acknowledges and agrees that Telecast Rights for home football games of the Home Team and for certain games played by the Home Team at a neutral site are under the control of either the Home Team or a third party, which in turn has entered or may enter into agreements with certain other third parties for the Telecast of such Games. Accordingly, Telecast Rights for Games under this Agreement are granted to the Home Team, and the Home Team will not grant the Visiting Team any Telecast Rights for the Games. No revenue derived by the Home Team from Telecast Rights will be shared with the Visiting Team.
11. Internet Streaming. The Home Team will control all internet streaming rights related to the Game.
 12. Game Recordings for Limited, Non-Commercial Use. The Visiting Team is permitted to record (whether via film, digital media or other media) the Games played pursuant to this Agreement solely for the Visiting Team's non-commercial use for coaching purposes and for inclusion of highlights in a weekly coaches' show only and for no other purpose. The Visiting Team is not permitted to replay, use or otherwise distribute such recordings to any person other than to incorporate up to eight minutes (8:00) of highlights of each Game as part of a weekly coaches' show and distribution of such recordings to the Visiting Team's football team coaches and players for their personal, non-commercial use. The Home Team agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to capture such recordings. Any other permitted usage by the Visiting Team of footage of the Games played pursuant to this Agreement will be governed by a separate agreement between the Home Conference and the Visiting Team.
 13. Use of Name and Logos. Each party hereby grants to the other party a non-exclusive, non-transferable license to use such other party's designated names and logos ("Marks") solely in connection with any radio and television broadcasts and related advertisements and for the promotion of Games to be played under this Agreement. Any other use of the other party's Marks will require the prior written consent of the other party. Each party agrees that it will appropriately identify the other party's Marks on all printed materials (print ads, tickets, schedules, posters, etc.) by applying the symbol "R" to federally registered marks and "TM" to other Marks, in each case as reasonably instructed by the other party.
 14. Force Majeure. If it becomes impossible or impracticable to play a Game due to a Force Majeure Event, the Game will be canceled, and neither party will be responsible to the other for any loss, expense or damage. Cancellation of a Game due to a Force Majeure Event will not be deemed a breach of this Agreement. Notice of any such Force Majeure Event will be given as soon as practicable. For purposes of this Agreement, a Force Majeure Event includes a failure of utilities, severe weather conditions, strike, civil disorder, war, pandemic or other public health emergency, governmental directive, or other catastrophe, disaster or condition beyond the reasonable control of either party. During an ongoing pandemic, a Force Majeure Event also includes a party's compliance with its institutional rules applicable to its athletics program, staff or students that were established to preserve community health and safety in response to the pandemic. For the avoidance of doubt, neither changes necessitated by the party's conference, nor the penalization or sanctioning of either party or its team members by the National Collegiate Athletic Association ("NCAA") or the party's conference, will be considered "beyond the reasonable control of either party" and will not relieve

the party experiencing such penalty or sanction of its obligations under this Agreement, including all financial obligations.

15. Termination.

- a. By Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of both parties.
- b. Unilaterally by Either Party. This Agreement may be terminated unilaterally by a party in writing upon the occurrence of any of the following (each, a "Breach" by the other party):
 - i. The other party's unilateral cancellation of, or failure to timely present itself or otherwise participate in, a Game to be held under this Agreement, for any reason other than a Force Majeure Event that is timely noticed to the other party in accordance with Section 15 of this Agreement; or
 - ii. The other party's failure to perform any other material obligation under this Agreement and the continuance of such failure for a period of thirty (30) days after written notice of such failure to the breaching party's director of athletics; or
 - iii. Failure of the other party or its administrators, coaches or athletic program participants to comply with the rules and regulations of the NCAA and such failure is reasonably expected by the non-breaching party to have a material adverse impact on the non-breaching party.

For the avoidance of doubt, it will not be considered a Breach of this Agreement if a Game to be played is rescheduled for a different date with the mutual consent of the parties and their respective conferences (if conference consent is required), and the parties timely appear and participate in the Game.

16. Payment Due to Breach. If this Agreement is terminated unilaterally by either party under Section 16(b) due to the other party's Breach, the breaching party under Section 15(b) hereby agrees to pay the non-breaching party Three Hundred Thousand Dollars (\$300,000) ("Liquidated Damages Payment") within thirty (30) days of the termination. A Liquidated Damages Payment will be due regardless of whether the non-breaching party is able to find a replacement opponent to play on the Game Date. The parties acknowledge that the actual damages likely to result from a Breach are difficult to estimate on the date of this Agreement and would be difficult for the other party to prove. The parties intend that the Liquidated Damages Payment would serve to compensate the non-breaching party for any Breach by the breaching party, and the parties do not intend for the Liquidated Damages Payment to serve as punishment for any Breach. For the avoidance of doubt, if the termination of this Agreement is by the mutual agreement of the parties, and not a unilateral termination of a party due to a Breach by the other party, no Liquidated Damages Payment will be due and owing from either party under this Agreement.

- * 17. Indemnification. To the extent permitted by law, each party agrees only to be liable for the acts and omissions of its own officers and employees, engaged in the scope of their office or employment. It is specifically agreed that neither party will indemnify the other party, and each party agrees to be responsible for its own defense.


18. Miscellaneous. This Agreement contains the entire agreement between the parties, and supersedes any prior or contemporaneous representations or agreements, written or oral, regarding the subject

matter of this Agreement. No amendments or changes to this Agreement will be effective unless made in writing and signed by an authorized representative of each party. Neither party will assign this Agreement, or its rights or duties hereunder, without the prior written consent of the other party. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. The failure of a party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

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To evidence the parties' agreement to this Agreement, authorized representatives of the parties have executed it on the dates set forth below, to be effective as of the Effective Date.

UNIVERSITY OF ST. THOMAS

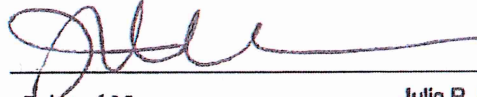


Printed Name: Phil Esten
Title: Vice President, Director of Athletics

1/15/2022

Date

UNIVERSITY OF IDAHO



Printed Name: Julia R. McIlroy
Title: Director, Contracts and Purchasing Services

11/2/2021

Date

UNIVERSITY OF IDAHO

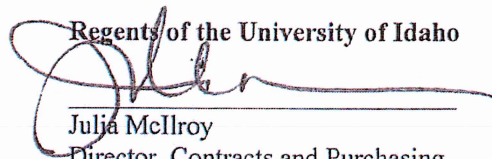
INDEMNIFICATION AND INSURANCE

*Attached and incorporated herein are the University's conditions of indemnity. The University's indemnity clause modifies and amends the standard indemnity clause in the contract.

This indemnification to **University of St. Thomas** ("Indemnitee") pertains to activities of the University of Idaho ("the University") on **September 6, 2025 and September 18, 2027**.

- a. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, the University shall indemnify and hold Indemnitee, its agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's possession, operations or performance under this indemnification agreement.
- b. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Indemnitee, its agents or assigns—including conditions of Indemnitee's premises, or when the claim or suit is made against Indemnitee by the University, the State of Idaho, or any of its agencies.
- c. Indemnitee shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Drive MS 2433, Moscow, Idaho 83844-2433, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same.
- d. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are \$500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act.
- e. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility listing Indemnitee as additionally covered.
- f. Any Legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

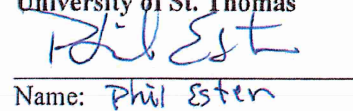
Regents of the University of Idaho



Julia Mellroy
Director, Contracts and Purchasing
For the Regents of the University of Idaho

Date: 11/2/2021

University of St. Thomas



Name: Phil Ester

Title: AD

Date: 1/15/2022