



Utah State University
Department of Intercollegiate Athletics
Event Agreement

This Agreement (“Agreement”) is entered into as of October 5, 2020 by and between UTAH STATE UNIVERSITY (“USU”) and BRIGHAM YOUNG UNIVERSITY (“BYU”) (USU and BYU, collectively, the “Parties,” and each, individually, a “Party”). The Party that hosts a contest at its home stadium is the “Home Institution” and the Party that travels to a contest is the “Visiting Institution.” The Parties agree as follows:

1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.
2. The dates and guarantees of the football contests between the Parties are as follows:
 - a. September 16, 2023, Time TBA, at Utah State University;
 - b. October 4, 2024, Time TBA, at Brigham Young University;
 - c. October 3, 2025, Time TBA, at Utah State University;
 - d. October 2, 2026, Time, TBA, at Brigham Young University.

The Home Institution to pay zero dollars (\$0) to Visiting Institution within sixty days after the completion of each of the above contests.

3. The contests shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, the individual institutions, and the Parties’ respective intercollegiate conferences, as applicable.
4. Each Party must be NCAA Football Bowl Subdivision (“FBS”) members at the time that the contests are held. A contest will not be held if either Party’s team is no longer a NCAA FBS member at the time of scheduled date of the contest. For each contest, if either Party fails to maintain the FBS status at the time of the scheduled contest, then the contest will be cancelled and the non-FBS institution will pay to the other institution a cancellation fee of seven hundred fifty thousand dollars (\$750,000), due and payable within thirty (30) days of the applicable contest date. Cancellation fees assessed under this section are the exclusive remedy in the event of cancellation due to loss of FBS membership by a Party’s team; no other cancellation, forfeiture, or penalty fee shall be assessed.
5. The Home Institution will be responsible for the following event services associated with a given contest (unless otherwise stated):


- a. Officials (including the replay crew) will be assigned and paid for by the Visiting Institution or the Visiting Institution's conference.
 - b. Providing facilities, equipment, lockers, towels, and trainer emergency care. Locks, scheduling practice times, and special training service arrangements are the responsibility of the Visiting Institution, to be coordinated in conjunction with the Host Institution's head coaches.
6. The Visiting Institution shall receive three hundred (300) complimentary reserve admission tickets for each contest. In addition, for each contest, the Visiting Institution shall have the option to request up to two thousand five hundred (2500) tickets on consignment to be sold at the printed face value. At any time prior to two weeks before the day of the contest, the Visiting Institution may return unsold consignment tickets for credit. Before 10:00 a.m. local time on the day of the contest, the Visiting Institution may return a maximum of an additional 100 unsold consignment tickets for credit.
7. The Parties understand and agree that all rights to telecast or distribute each contest will be retained by the Home Institution and any television or radio broadcast by the Visiting Institution shall be done only with the permission of the Home Institution and is subject to payment of rights fees as designated by the Home Institution. Notwithstanding the foregoing, the Home Institution will provide the Visiting Institution, at no cost, with the right to, and space for, one (1) radio broadcast outlet for a non-exclusive radio broadcast by the Visiting Institution's flagship station (local announcer) that is distributed via terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, and/or similar audio-only distributions.
8. The Parties agree that if one Party cancels, forfeits, unilaterally delays, postpones, or fails to appear at any contest (these and similar actions hereafter referred to as "cancel" and not including the circumstances set forth in Section 4), actual damages – including those relating to public relations, radio and television broadcasts, lost profits, and other consequential damages – would be difficult or impossible to calculate. The Parties further agree that processes, including litigation, to determine damages would be both unnecessarily expensive and time-consuming. Therefore, the Parties agree that if one Party cancels (hereafter, the "Defaulting Party") any contest or contests, the Defaulting Party shall pay as liquidated damages to the other Party One Million Dollars (\$1,000,000) for each cancelled contest, to be paid no later than thirty (30) days following the scheduled date of the contest. However, the Defaulting Party shall not owe any liquidated damages under this Section 8 if the Defaulting Party cancels because of (i) conditions entirely beyond the control of the Defaulting Party such as war, government restriction, pandemic, NCAA restriction, natural disaster, weather, airline strike, act of terrorism, or act of God, etc., that prevents the Defaulting Party from playing in the contest; (ii) the Defaulting Party's decision to join a conference, whether currently existing or newly created, that is different from its current conference or independent affiliation, and that includes at least four (4) schools that currently belong to a Power 5 conference, which decision to cancel must be made and communicated to the other Party within one year after the Defaulting Party joins that conference, but no later than eighteen (18) months prior to a cancelled contest; or (iii) a mutual agreement in writing by the Parties to cancel a contest or contests. The cancellation of any contest shall not affect the remainder of

this Agreement, which shall remain in effect, including the obligation to play any remaining contests specified in Section 2 of this Agreement; provided, however, that cancellations for the reason listed above in clause (ii) must apply to an equal number of home contests for each Party (or, if one of the contests has already been played, the Parties agree to schedule the remaining contest in another year on a mutually agreeable date).

9. In the event an addendum is made to this Agreement, all terms of this Agreement not modified by said addendum shall remain in full effect, unless mutually agreed by both Parties.

APPROVED BY

UTAH STATE UNIVERSITY



John Hartwell
Vice President & Director of Athletics

BRIGHAM YOUNG UNIVERSITY



Thomas A. Holmoe
Director of Athletics

Return original copy to:
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