



**BRIGHAM YOUNG UNIVERSITY
FOOTBALL**

THIS AGREEMENT is entered into as of the 11th day of November, 2014, by and between Brigham Young University ("BYU") and the University of Missouri ("Missouri") (BYU and Missouri, collectively, the "parties," and each, individually, a "party"). The party that hosts a game (as defined below) is the "home team," and the party that travels to the other team's state is the "visiting team."

1. **Game Details.** The parties agree to play the following men's football games on the dates and at the places indicated below (the "games," and each, a "game"), and each party will provide a National Collegiate Athletic Association ("NCAA") eligible team for each game. The games will be played at the parties' respective campus football stadiums.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Saturday	November 14, 2015	TBA	Kansas City, MO
Saturday	November 7, 2020	TBA	Provo, UT

The 2015 game will be held at Arrowhead Stadium in Kansas City, MO. The 2020 game will be held at LaVell Edwards Stadium in Provo, UT.

2. Game Governance.

A. Eligibility, Rules, and Regulations. The games 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.

B. Game Officials. The visiting team, or the visiting team's conference, shall assign and pay for game officials, with the exception of the replay crew, which shall be assigned and paid for by the home team, or the home team's conference. The replay crew includes the head replay official, the communicator, the technician, and any assistants.

3. Financial Considerations.

A. Guaranteed Payments. The home team guarantees a payment of \$250,000 to the visiting team, to be paid no later than thirty (30) days following completion of the respective game.

In addition, BYU and Missouri agree to split the following costs for Wagner College to travel to Provo for a football game on October 24th, 2015, and for Idaho State to play UNLV in 2015, on a 50-50 basis:

- 1) Charter flight for Wagner College to BYU, full-service hotel for two (2) nights consisting of fifty seven (57) rooms, six (6) meals, and three (3) buses, two (2) passenger vans, and one (1) equipment truck.
- 2) Charter flight for Idaho State to UNLV, and the guarantee difference of \$95,000 between the UNLV agreement (\$325,000) and the BYU agreement (\$420,000).
- 3) BYU will provide Missouri updated cost projections upon request and a final accounting soon after the Wagner College football game. Missouri agrees to pay 50%



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of the total actual expenses of Sections 3(A)(1) and 3(A)(2) above and include that with their guaranteed payment set forth in Section 3(A) above.

B. Cancellation. The parties agree that if one party cancels, forfeits, unilaterally delays or postpones, or fails to appear at, any game (these and similar actions hereafter referred to as "cancel"), 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 game or games, the defaulting party shall pay as liquidated damages to the other party One Million Dollars (\$1,000,000) for each cancelled game, to be paid no later than thirty (30) days following the scheduled date for the game, regardless of whether alternate arrangements can be or are made for a replacement game. Moreover, the defaulting party shall not be entitled to any guaranteed payment, and it shall pay all attorneys' fees and/or collection costs the other party incurs in collecting the liquidated damages. However, if the defaulting party cancels because of (i) conditions entirely beyond the control of the defaulting party, such as war, government restriction, or an act of God, (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 each respective game, (iii) a change in conference scheduling of the defaulting party that requires the defaulting party to play nine conference football games during a season in which a game is scheduled, which the defaulting party communicates to the other party no later than eighteen (18) months prior to each respective game, or (iv) a mutual agreement in writing by the parties to cancel a game or the games, the defaulting party shall not owe or be entitled to any guaranteed payment under Section 3(A) or liquidated damages under this Section 3(B). The cancellation of any game shall not affect the remainder of this agreement, which shall remain in effect, including the obligation to play any remaining games specified in Section 1 of this agreement; provided, however, that cancellations for the reasons listed above in clauses (ii) and (iii) must apply to both games (or, if one of the games has already been played, the parties agree to schedule the remaining game in another year on a mutually agreeable date).

4. Tickets. The home team will provide to the visiting team three hundred (300) complimentary tickets for each game, and the visiting team shall have the option to request up to three thousand (3,000) tickets for each game on consignment to be sold at the printed face value. The visiting team shall also be given sixty (60) sideline passes for the use of coaches, trainers, and working personnel only. Seats for the visiting team's band, if needed, must come from the visiting team's ticket allotment. At any time prior to two weeks before the day of the game, the visiting team may return unsold consignment tickets for credit. Before 10:00 am local time on the day of the game, the visiting team may return a maximum of an additional 100 unsold consignment tickets for credit.

5. Cheerleaders, Mascot, and Dance Team. The visiting team's cheerleaders, mascot, dance team members, and their respective coaches, all in uniform, shall be admitted to the games at no cost and be permitted to perform.

6. Broadcast Rights.

A. Generally. The parties agree that the game start times are subject to change in order to accommodate live broadcasting opportunities. Any change in the date of the games shall require the consent of the visiting team, which consent shall not be unreasonably withheld or delayed. All

revenue derived from radio, television, and Internet broadcasts shall be retained by the team owning the broadcast rights.

B. Radio Rights. 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 flagship station (local announcer) that is distributed via terrestrial radio stations, the Internet or similar broadband distribution, satellite radio (like BYU Radio on Sirius XM Channel 143), and similar audio-only distributions. The home team shall retain all other radio rights.

C. Television and Internet Rights. The telecast rights shall be dictated by the home team's or the home team's conference's television agreement(s), as applicable, in effect at the time of the game, including any crossover agreement(s) between or among the parties and/or their conference(s) and the television rights holders.

7. Game Management. All aspects of hosting the games, including, but not limited to, providing security for participants and spectators, providing qualified staff and managers, and ensuring proper field and facility preparation, are the responsibility of the home team.

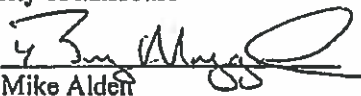
8. Insurance. Each party shall maintain commercial general liability, automobile liability, property, workers' compensation, and athletic participants' life, health, accident and catastrophic insurance coverage with qualified insurers or through properly funded self-insurance programs, in such forms and in such amounts as may be appropriate and reasonably necessary for the games.

9. Miscellaneous. This is the entire agreement of the parties, and it supersedes any and all prior written or oral agreements relating to the games. This agreement shall be governed by the laws of the State of Utah. No party may assign any of the rights or obligations of this agreement without the prior written consent of the other party. Failure by a party to enforce any provision of this agreement shall not be deemed a waiver. Amendments or modifications to this agreement are not valid unless in writing and signed by both parties. If any provision or any portion of a provision of this agreement is determined by a court of competent jurisdiction to be invalid, prohibited, or unenforceable, that provision or portion of a provision shall be ineffective only to the extent of that invalidity, prohibition, or unenforceability, and the remainder of this agreement shall remain effective and be construed in accordance with its terms as if the invalid, prohibited, or unenforceable provision or portion of a provision were not contained in this agreement.

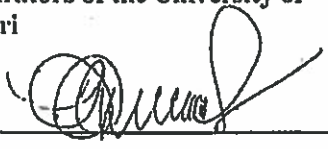
Brigham Young University

By: 
Name: Thomas A. Holmoe
Title: Director of Athletics

University of Missouri

By: 
Name: Mike Alder
Title: Director of Athletics

The Curators of the University of Missouri

By: 
Name: Lisa J. Winmonauer
Title: Assoc. Director, Business Svcs



Nov 12, 2014