



ATHLETIC CONTEST AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Dixie State University, hereinafter called "DSU" and University of Montana, hereinafter called "UM".

WITNESSETH

WHEREAS, the parties desire to schedule two games between their respective varsity football teams.

NOW, THEREFORE, the parties agree as follows:

1. **Playing Date(s):** The teams shall play each other at St. George, UT on the following date for which DSU shall be the Host Party and UM shall be the Visiting Team: September 9, 2023. The teams shall play each other at Missoula, MT on the following date for which UM shall be the Host Party and DSU shall be the Visiting Team: September 5, 2026.
2. **Payment:** None
3. **Tickets:** All tickets shall be sold at the price printed thereon; however, the price of an individual ticket may be reduced with the advance permission of both parties. The visiting team shall receive for public sale One-Hundred (100) tickets from the host party. Band members and cheerleaders of each party shall be admitted to the game without charge when in uniform.
4. **Complimentary Tickets:** The visiting team shall receive Two-hundred (200) complimentary tickets from the host party.
5. **Television:** The Host Party shall own the live and delayed television rights for the contest for any regional or national telecast of the contest.
6. **Radio Broadcasting:** The Host Party shall grant to the Visiting Party permission to originate radio broadcast from the game site by a station or stations designated by the Visiting Party.
7. **Films:** Recognizing that either or both of the parties may enter into or may have entered into contractual arrangements for the sake of post-game television or theater newsreel rights to the subject game, the parties agree that each reserves the right to retain any and all income from the sale of such rights.
8. **Broadcasting Facilities:** The Host Party shall provide adequate facilities without charge to enable the Visiting Party to fulfill its contractual obligations in connection with radio broadcasting, television or movie filming; however, the Host Party shall not be required to make any alteration to or expansion of existing facilities in its home stadium for these purposes.
9. **Officials:** Officials for each game shall be appointed by the Host Party Conference and paid for by the Host Party. There will be no split officiating crews.
10. **Rules:** The game shall be governed in all respects, including the eligibility of the players, by the rules of the National Collegiate Athletic Association and, with respect to each party thereto, the rules of the Conference or Association to which such party belongs and to the Institutional rules of such party.

11. Cancellation: It is understood and agreed that the parties to this Agreement cannot foresee circumstances beyond the control of either party that may arise by reason of Acts of God or other extraordinary events. When such an emergency occurs, the parties may, by mutual agreement, cancel this Agreement or any portion thereof. Any financial costs or obligations incurred by either party relating to this Agreement prior to such cancellation shall be borne equally by the parties.
12. Termination for Convenience: The parties to this Agreement acknowledge that in the event one party chooses to terminate this Agreement or fails to participate in the game contemplated by this Agreement, the other party's damages would be difficult to assess and substantiate. As a result, the parties agree that for the game required to be canceled by this Agreement the terminating or non-participating party shall pay to the non-breaching party a termination fee as follows for each applicable game date:
 - a) 180 days or more before the applicable game date: \$200,000;
 - b) less than 180 days before the applicable game date: \$300,000
13. The parties executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.
14. The agreement must be fully executed and returned to the host within 30 days of receipt by the visiting team.
15. The governing laws of the State of Utah shall apply for the event in Utah in 2023, and the governing laws of the State of Montana shall apply for the event in Montana in 2026.
16. The host party and the visiting team each represent that the execution of this agreement and the performance hereunder is within their respective duly authorized power.

For and on behalf of
DIXIE STATE UNIVERSITY

By: _____

Jason Boothe
Director of Athletics

Date: _____

2-13-19

For and on behalf of
UNIVERSITY OF MONTANA

By: _____

Kent Haslam
Director of Athletics

Date: _____

2-14-19



The University of Montana Athletic Contest Agreement

This agreement is made and entered into this 25 day of January by and between The University of Montana ("UM"), a member of the Montana University System, an agency of the State of Montana, and Dixie State University (DSU), in the sport of Football who mutually agree that an intercollegiate athletic contest between their respective teams shall be held in accordance with the following conditions:

1. Date: 9/9/2023 Time: TBD Site: St. George, UT
Return Date: 9/5/2026 Time: TBD Site: Missoula, MT

Approval	Signature & Date
Business Office	1-28-19
Internal Operations	1-29-19
Adams Center	1-30-19
Sports Supervisor	2-1-19
VP Admin. & Finance	

2. Definitions: "Home Team" as used in this agreement shall be the university whose court/field the game is being played on. "Visiting Team" as used in this agreement shall be the visiting team of the university.

3. The contest shall be governed in all respects, including the eligibility of the participants and the number of participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the Big Sky Conference ("Conference") or any conference or association to which either or both parties are members.

4. Officials shall be assigned by and paid for by Home Team's Conference

All officials shall be regularly assigned to Conference regular season games.

5. The financial guarantee to the Visiting Team is \$ 0. The Visiting Team will receive a maximum of 200 complimentary tickets and shall be permitted to purchase any additional tickets, if available. Additionally, the following travel and lodging accommodations have been agreed upon:

Special Provisions:

Dixie State Universities failure to attain qualified NCAA DI membership status, or meet the scheduling requirements to count as a DI opponent by 6/1/2021 will make this agreement voidable, at Montana's discretion.

6. Radio and/or television rights and income shall be retained by the Home Team, unless otherwise agreed upon in writing; or unless the game is televised as part of the NCAA TV Plan, in which case, the income shall be divided equally between the teams. Live television coverage is prohibited without the written permission of the Home Team.

7. Neither party will be responsible to the other for losses resulting from failure to perform any term or provision of this agreement, if the party's failure to perform is attributable to acts of war, riot, strike, civil disorder, or other work stoppage, fire, flood, acts of God, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

The parties agree that the actual damages that might be sustained by reason of a material breach by one of the parties is uncertain and would be difficult to ascertain, and it is further agreed that the sum of \$ 500,000 would be reasonable compensation for such breach, and the breaching party hereby agrees to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach.

8. This document constitutes the sole and entire agreement between the parties. This document supersedes all oral and written previous and contemporary understandings or agreements relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing. This agreement is not assignable without express written agreement of both parties.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.

10. Any written notice is required by this agreement shall be mailed first class to the address below:

University of Montana, 32 Campus Drive
Hoyt Athletic Complex-Adams Center, Missoula Montana 59812
Attn: Paula Cooney, Athletic Business Manager
Contact Number: 406-243-5404 : Fax: 406-243-2264

Attention: Dr. Jason Boothe

boothe@dixie.edu

Contact Number: 435-652-7526 Fax Number: _____

Reviewed and Recommended:

Authorized University Contract Representative & Date

Athletic Coach's Signature & Date

2-1-19

Director of Athletics Signature & Date

Reviewed and Recommended:

Authorized University Contract Representative & Date

Athletic Coach's Signature & Date

2-13-19

Director of Athletics Signature & Date