



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: 9/18/2027 Time: TBD Site: Missoula, MT

Return Date: _____ Time: _____ Site: _____

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	2/13/19

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 The Big Sky Conference

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

5. The financial guarantee to the Visiting Team is \$ 260,000. 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