



BRIGHAM YOUNG UNIVERSITY MEN'S BASKETBALL

THIS AGREEMENT is entered into as of the **30th** day of **April 2026** by and between **Brigham Young University ("BYU")** and **Utah State University ("Utah State")** (BYU and Utah State, collectively, the "parties," and each, individually, a "party").

1. **GAME DETAILS:** The parties hereto agree that their respective **Men's Basketball** teams shall compete in the following games (the "games," and each, a "game") under the following terms and conditions:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>	<u>VENUE</u>
Wednesday	December 9, 2026	TBD	Provo, UT	Marriott Center
TBD	TBD, 2027	TBD	Salt Lake City, UT	Delta Center

BYU shall be considered the "home team," as such terms are used in this agreement, for the game played at the Marriott Center. The game played at the Delta Center shall be treated as a neutral-site game, and the parties' respective rights and obligations for such game shall be governed by Section 8 and other applicable provisions of this agreement.

2. **ELIGIBILITY:** The games shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the individual parties, and the parties' respective intercollegiate conferences, as applicable. Each party agrees to provide an NCAA-eligible team for each game.

3. **GAME OFFICIALS:** The officials will be assigned by and paid for by BYU for the game at the Marriott Center. Game officials for the game at the Delta Center shall be a split crew assigned by both team's respective athletic conferences, with such officiating expenses being split equally by the parties as part of the Settlement of the game described in Section 8(F).

4. **COMPLIMENTARY TICKETS:** BYU will provide **50** complimentary tickets to the visiting team (**24** of the **50** located in the lower bowl behind the visiting team bench) for the game in the Marriott Center.

5. **VISITING TEAM TRAVEL:** Each party shall make all its own travel arrangements and pay all associated expenses.

6. **CANCELLATION/FORFEITURE:** In the event that either party shall cancel, forfeit, unilaterally delay or postpone, or fail to appear at a game specified in this Agreement (these and similar actions 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 Hundred Fifty Thousand Dollars (\$150,000) 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, unless the defaulting party's cancellation is

(i) caused by conditions entirely beyond the control of the defaulting party, such as war, government restriction, or an act of God, including pandemics, public health emergencies, governmental restrictions, or facility unavailability, or is (ii) mutually agreed to in writing by the parties. 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. 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.

7. **GUARANTEED PAYMENTS:** BYU to pay Utah State \$85,000 for the game in the Marriott Center, to be paid no later than thirty (30) days following completion of the game.

8. **SPECIAL ARRANGEMENTS (DELTA CENTER GAME):** The game to be played at the Delta Center shall be treated as a neutral-site game. The parties agree as follows:

A. Ticket Allocation and Pricing. Tickets shall be allocated evenly between the parties (50% / 50%), in mutually agreed seating locations. Ticket prices shall be established by BYU in consultation with Utah State, acting reasonably and in good faith.

B. Ticket Revenue. Each party shall have the exclusive right to sell and distribute its allocated tickets and shall retain all revenue derived from such sales. Each party shall use commercially reasonable efforts to market and sell its allocated tickets.

C. Unsold Tickets. Each party shall be responsible for any unsold tickets within its allotment unless otherwise mutually agreed in writing.

D. Premium Inventory. Suites and premium hospitality areas shall be allocated and/or sold as mutually agreed in writing prior to the game.

E. Game Expenses. BYU shall be responsible for payment of all reasonable and customary expenses associated with the game at the Delta Center, including but not limited to arena rental, staffing, security, event operations, and related costs. Utah State shall reimburse BYU for fifty percent (50%) of such expenses as part of the Settlement of the game indicated in Section 8(F). BYU shall use commercially reasonable efforts to manage such expenses in a prudent manner consistent with similar neutral-site events.

F. Settlement. The parties shall cooperate in good faith to reconcile ticketing and any shared expenses within sixty (60) days following the game upon receipt of a reasonably detailed invoice.

9. **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 each party, which consent shall not be unreasonably withheld or delayed. All revenue from radio, television, and all other media broadcasts shall be retained by the team and/or the team's conference that owns the broadcast rights to those broadcasts. Notwithstanding anything to the contrary, BYU or its Conference shall control all broadcast rights for both games, including the game played at the Delta Center, and shall retain all associated revenues.

B. Radio Rights. The visiting team shall have the right to, and be provided appropriate space and utilities at no cost for, a non-exclusive radio broadcast of the games by visiting team's flagship or

local station that is distributed via terrestrial radio stations, satellite-delivered radio stations, and/or Internet radio stations. The home team shall retain all other radio and audio-only rights for any distribution method now existing or hereafter developed.

C. Television and Internet Rights. The home team or its conference has and controls all rights to telecast or distribute, or enter into an agreement with a third party to telecast or distribute, the games, including, but not limited to, via national network television, national cable, Conference network, Internet streaming, delayed telecasting, highlights, and telecasting by any and all other means and media, and the exclusive right to retain all revenue derived therefrom.

D. Name, Image, and Likeness. The visiting team authorizes the home team and, as applicable, the home team's conference to use (and to authorize each entity effecting or facilitating the game's telecast or distribution to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's players, mascots, cheerleaders, participants, and coaches to promote and publicize the games and the participating teams and institutions, provided that such trademarks, logos, names, and likenesses must not be used as an endorsement of any product or service or in any manner prohibited by applicable NCAA rules and regulations. Each party is responsible for obtaining any and all rights related to the name, image, and likeness of its participants (including student-athletes) in the games that are required for both parties to be able to fully exercise the broadcast rights granted in this Section 9.

10. **SPONSORSHIP RIGHTS:** BYU shall have the exclusive right to sell, control, and retain all sponsorship, advertising, signage, and promotional rights and associated revenues in connection with each game, including the game played at the Delta Center.

Notwithstanding the foregoing, for the game played at the Delta Center, BYU shall allocate to Utah State up to twenty-five percent (25%) of the available in-game videoboard advertising inventory (the "Utah State Inventory"), to be included within BYU-controlled videoboard rotations at certain times throughout the game. Utah State shall have the right to sell sponsorships within the Utah State Inventory and shall retain all revenue derived therefrom.

All sponsorships sold by Utah State for inclusion in the Utah State Inventory shall be subject to BYU's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Utah State shall not sell or display sponsorships within the following restricted categories (the "Restricted Categories"):

- Direct Sales
- Home Wireless / Home Automation
- Wireless (cell phone), Internet provider, or broadband communications (including wired services)
- Pest Control / Lawn Care
- Secondary ticket marketplace
- Lasik / Eye Care

BYU shall have the right, in its reasonable discretion, to reject any proposed Utah State sponsor that conflicts with BYU's existing sponsorship agreements or exclusive category designations, including sponsors that are reasonably deemed competitive with BYU's partners, even if not expressly listed in the Restricted Categories.

All videoboard advertising content, including content provided by Utah State sponsors, shall comply with BYU's standard content guidelines, technical specifications, and game presentation policies.

11. **GAME MANAGEMENT:** For the game played at the Marriott Center, BYU shall have sole responsibility for all aspects of game management, including, but not limited to, security, staffing, event operations, and facility preparation.

For the game played at the Delta Center, BYU shall serve as the primary operator and shall have responsibility for coordinating all aspects of game management and event operations, including, but not limited to, venue coordination, staffing, security, and game administration, in consultation with Utah State.


Each party shall reasonably cooperate with the other in connection with game operations and shall maintain appropriate personnel and support for its team and related activities.

12. **INSURANCE:** Except where prohibited by law, 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.

13. **MISCELLANEOUS:** This is the entire agreement of the parties, and it supersedes any and all similar written or oral agreements relating to the games. This Agreement shall be governed by the laws of the State of Utah. Neither party may assign any of the rights or obligations of this Agreement. 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. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

Utah State University
NAME OF INSTITUTION


Ike Ukaegbu, Deputy Director of Athletics
TYPED, PRINTED NAME

BY: 
SIGNATURE

DATE: 5/4/26

Brigham Young University
NAME OF INSTITUTION

Brian Santiago, Athletic Director
TYPED, PRINTED NAME

BY: 
SIGNATURE

DATE: 5-4-26