

UTAUS CN: 2019 4953

FOOTBALL GAME AGREEMENT

BETWEEN

THE UNIVERSITY OF TEXAS AT AUSTIN

AND

UNIVERSITY OF WYOMING

This Football Game Agreement is between THE UNIVERSITY OF TEXAS AT AUSTIN (hereinafter referred to as UT) and UNIVERSITY OF WYOMING (hereinafter referred to as WYOMING). For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**I.
TERM**

The term of this Agreement is dated effective as of the date fully executed by both parties and shall terminate on January 30, 2024.

**II.
DATES OF COMPETITION**

UT and WYOMING will have their respective intercollegiate football teams meet on the following date at the site indicated and compete against each other in a game of football (Game). UT shall be designated as the Host Institution and WYOMING shall be designated as the Visiting Institution for the Game. The Host Institution shall establish the starting time for the Game.

Date

September 16, 2023

Site

DKR – Texas Memorial Stadium
Austin, Texas

**III.
GOVERNING RULES**

The Game will be played in accordance with and governed by the applicable bylaws and rules of the National Collegiate Athletic Association (NCAA) and the Host Institution's Conference.

IV.
PLAYER ELIGIBILITY

The eligibility of all players who are to participate in the Game on such date shall be determined by the rules and regulations of the NCAA and the Conference in which each institution is a member.

V.
GAME OFFICIALS

Game officials will be appointed by the Big 12 Conference. The Host Institution shall pay fees and expenses of the officials.

VI.
GUARANTEED PAYMENTS

A. The Host Institution will pay to the Visiting Institution a guaranteed amount for participation by Visiting Institution in the Game. For the Game played on September 16, 2023, UT shall pay to WYOMING the amount of one million eight hundred and fifty thousand dollars (\$1,850,000), the amount being referred to as the ("Guaranteed Payment"). The Host Institution will retain all gate receipts. The Guaranteed Payment shall be paid to the Visiting Institution no later than the January 30th immediately following the Game.

B. Visiting Institution shall be responsible for: (1) its expenses in: (a) traveling to and from and lodging at the site of the Game; and (b) participating in the Game; and (2) paying Host Institution for the Visiting Institution Tickets (as hereinafter defined) in accordance with this Agreement. Except for the Guaranteed Payments, no other compensation or consideration shall be payable or provided to the Visiting Institution for its participation in the Game. For avoidance of doubt, no Guaranteed Payment shall be owed by Host Institution in the event of either a Liquidated Damages Event (as hereinafter defined) or a Force Majeure Event (as hereinafter defined) if such Force Majeure Event causes cancellation of the Game.

VII.
TICKETS AND ADMISSIONS

A. The Host Institution shall be responsible for establishing the price of tickets, for ticket printing, for selling tickets to the public, and for distributing tickets to the Visiting Institution to sell to its fans. The Host Institution shall be permitted to issue free tickets when deemed appropriate. The Host Institution may also issue passes or otherwise provide for free admission to radio, television, press, and other media personnel, and the uniformed or otherwise identifiable members of the cheerleaders, spirit groups, team mascot and handlers of Host Institution and Visiting Institution.

B. The Visiting Institution shall be entitled to receive three hundred (300) complimentary tickets. The Visiting Institution shall receive the right to purchase two thousand seven hundred (2,700) tickets for the Game, which it may sell or otherwise distribute (such tickets provided by Host Institution to Visiting Institution are collectively referred to as the "Visiting Institution Tickets"). The Parties agree to discuss in good faith, by or before 120 days before the Game, a potential adjustment in the number of Visiting Institution Tickets for the Game; provided however that neither Party shall be obligated to agree to any such adjustment. If the Parties agree to adjust the number of Visiting Institution Tickets, such adjustment shall be memorialized in writing signed by authorized representatives of both Parties. Visiting Institution may return any Visiting Institution Tickets by or before sixty (60) days before the applicable Game. Visiting Institution shall make payment to Host Institution for all Visiting Institution Tickets not returned to Host Institution by such date. Such payment for the Visiting Institution Tickets shall be determined by multiplying the number of Visiting Institution Tickets not returned in advance of such date by the applicable ticket price established by Host Institution for each such ticket. Payment for all such Visiting Institution Tickets must be made by Visiting Institution to Host Institution no later than the January 30th following the game. The seat location for all Visiting Institution Tickets shall be determined by Host Institution. Visiting Institution band seats, if needed, must come from the Visiting Institution Tickets. The Host Institution will provide information regarding the standard location of seats for a Visiting Institution's band members.

VIII.

ASSOCIATED GAME ACTIVITIES

The rights to the income derived from all associated Game activities such as concessions, programs, souvenirs, soft goods, and parking shall belong to the Host Institution.

IX.

TELEVISION, VIDEO, FILM, INTERNET VIDEO STREAMING

A. Television

1. Visiting Institution acknowledges and agrees that the Host Institution and/or Host Institution's conference own and retain all television, pay per view, satellite, cable, Internet, and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit the Game and any and all portions of the Game, in whole or in part, live or delayed, throughout the universe by any and all means, uses, and media now known or hereafter developed (including without limitation via local, regional, or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the Internet)(collectively referred to herein as the "Broadcast Rights"). If and to the extent Visiting Institution has or will have any such Broadcast Rights, Visiting Institution irrevocably assigns, conveys, and transfers all such rights (including full ownership of all copyrights) to Host Institution in perpetuity, and Host Institution accepts such assignment, conveyance, and transfer. (As used

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herein, the term "Internet" means a global information network consisting of interconnected, but independent, computers including but not limited to, the World Wide Web.)

2. Visiting Institution shall have only those rights to distribute any video, visual, and/or audiovisual accounts of the Game, including without limitation highlights, that are specifically granted by Host Institution in a separate written agreement and as may be permitted by the terms of the agreements of Host Institution and/or Host Institution's conference in effect at the time of the Game. Accordingly, Host Institution shall notify Visiting Institution in writing within a reasonable time prior to the Game as to any rights (and associated terms and conditions) that Host Institution may grant to Visiting Institution to distribute any video, visual, and audio-visual accounts of the Game, including highlights. For the avoidance of doubt, Host Institution shall have no obligation to grant any such distribution rights in connection with the Game.

3. All credentials for media coverage of the Game shall be issued by Host Institution in its sole discretion and shall be further subject to those rules, regulations, terms and conditions established by the NCAA, Host Institution, and/or Host Institution's conference.

B. Distribution of Revenue. Host Institution shall have the exclusive right to retain any rights fee or royalty paid for the right to televise or otherwise distribute an audiovisual account of the Game. Should Visiting Institution be granted any distribution rights pursuant to subsection A.2. immediately above, such written grant of such rights shall specify the manner in which any rights fee or royalty paid thereafter shall be handled.

C. The Host Institution agrees to provide accommodations for the origination of any of the programs described herein and to provide adequate accommodations for telecast origination in accordance with the terms of this Agreement.

D. All programs, films, videotapes, products, institutional promotional programming, marketing and other materials produced pursuant to this Agreement shall be governed by NCAA rules and regulations, and the rules, regulations, and agreements of the Host Institution and Host Institution's conference.

X.

RADIO BROADCAST, INTERNET AUDIO STREAMING

The radio broadcast of the Game shall be under control of the Host Institution. The Host Institution shall retain revenue from radio rights. The Host Institution shall provide one radio outlet free of charge for the Visiting Institution, and the Visiting Institution shall retain revenue derived therefrom. Each institution may deliver the broadcast to its respective radio network, to include audio streaming on the internet.

XI.

SIDELINE PROVISIONS

A. The Visiting Institution shall be allowed 60 sideline passes at no charge. These shall be in addition to complimentary tickets, and the free admission of cheerleaders, and mascots. These passes are for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All sideline passes will be restricted to the team area (between the 25-yard lines).

B. The Visiting Institution may use any and all products and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan, or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment and to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

XII.

LIQUIDATED DAMAGES

A. Except if cancellation of the Game is by mutual consent of the Parties which is in writing and signed on the same document by authorized representatives of both Parties or is due to a Force Majeure Event, in the event that the Game is not played because either of the following should occur: (1) a Party advises the other Party that it wishes to cancel the Game as scheduled or that it cannot participate in a Game under the terms and conditions hereof; or (2) a Party fails to participate in a Game and therefore fails to perform its obligations under Section II. above of this Agreement (either such event in (1) or (2) being referred to as a "Liquidated Damages Event"), the defaulting Party shall pay to the non-defaulting Party the amount of one million eight hundred and fifty thousand dollars (\$1,850,000) for the cancelled or unplayed Game as liquidated damages (the "Liquidated Damages").

B. The Parties have bargained for and agreed to this Liquidated Damages provision giving consideration to the fact that the unilateral cancellation or failure to appear and participate in the Game by one Party will cause the other Party to lose revenue and incur other consequential damages. The Parties acknowledge and agree that the damages caused by such Liquidated Damages Event are impossible or very difficult to calculate with certainty as of the effective date of this Agreement, that they intend to provide for damages in the event of such unilateral cancellation of the Game or failure to appear and participate in the Game and that the Liquidated Damages constitute a reasonable pre-estimate of the probable loss that would result from such event. The Parties further intend that the Liquidated Damages constitute compensation for the non-defaulting Party's inability to further rely on the benefits of this Agreement and do not constitute a penalty. The defaulting Party shall pay the Liquidated Damages to the non-defaulting Party within thirty (30) days of receipt by the defaulting Party of written notice from the non-defaulting Party for payment of such

Liquidated Damages. The terms of this Section XII. shall survive the expiration or earlier termination of this Agreement. For clarity, neither Party shall be obligated to pay Liquidated Damages in the event that this Agreement is terminated due to a Force Majeure Event. Payment by the defaulting Party of the Liquidated Damages is the non-defaulting Party's exclusive remedy for occurrence of the Liquidated Damages Event.

XIII. FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the delay, cancellation, or failure of its football team to appear and participate in the above Game for reasons beyond the control of the Parties, including, but not limited to, any of the following grounds: (i) acts of God, national disaster, national emergency, war, act of terrorism, invasion, hostilities, insurrection or civil disturbance, labor disputes, or orders of a state or federal court, governmental authority, or military public authority, or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which the parties are members, (ii) lightning, severe thunderstorm, tornado, hail storm, snow storm, ice storm, tropical storm, hurricane, flood, earthquake, fire, chemical spill, bomb threat, any other disaster or threat thereof affecting the safety of an event, or (iii) any other cause beyond the control of any party. For avoidance of doubt, in the event that the Game is not played on account of a Force Majeure Event and the Parties are unable to agree on rescheduling, Host Institution shall have no obligation to make the Guaranteed Payment to Visiting Institution, neither Party shall have the obligation to pay Liquidated Damages, and each Party shall be responsible for its own expenses incurred in preparation for the Game. Notwithstanding the foregoing or any other term or condition of this Agreement, none of the following shall constitute a Force Majeure Event: the imposition of a sanction by the NCAA (including without limitation prohibiting participation in a televised Game) or by either Party's athletic conference; any self-imposed measure by a Party which affects such Party's ability to participate in the Game; or the discontinuation of either Party's football program. Instead, occurrence of any of these events specified in the immediately preceding sentence that prevents such Party from participating in the Game under the terms and conditions of this Agreement shall constitute a Liquidated Damages Event.

XIV. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party. In the event the rules and regulations of the NCAA or the conference in which either school is a member should be amended, modified or changed in any manner so that the terms of this Agreement are in conflict with such rules or regulations, then the terms of this Agreement shall be considered amended so that the terms shall not conflict with such rules and regulations.

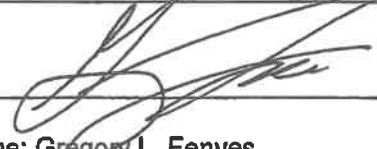
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<Signature page follows>

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IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

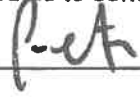
By: 

Name: Gregory L. Fennes

Title: President

Date: 01/14/2020

Approved as to content:

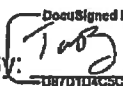
By: 

Name: Chris Del Conte

Title: Vice President & Athletic Director

Date: 11-16-17

UNIVERSITY OF WYOMING

By: 
DocuSigned by:

Name: Thomas Burman

Title: Thomas Burman - Athletics Director

Date: 12/16/2019

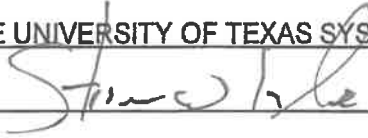
By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SYSTEM

By: 

Name: Dr. Steven Leslie

Title: Executive Vice Chancellor of Academic Affairs

Date: 1/15/20