

FOOTBALL COMPETITION AGREEMENT

This Agreement is entered into this 19th day of February 2020, by and between KANSAS ATHLETICS INCORPORATED (hereinafter KANSAS) and the CALIFORNIA STATE UNIVERSITY FRESNO ATHLETIC CORPORATION (FRESNO STATE ATHLETICS) (hereinafter FRESNO STATE).

1. **PURPOSE/COMMITTED GAMES:** The purpose of this Agreement is to confirm the arrangements and conditions under which KANSAS and FRESNO STATE will compete in a game of intercollegiate football ("Game") to be played on the following date(s) and at the following location(s):

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>VISITING INSTITUTION</u>	<u>LOCATION (City)</u>	<u>GAME TIME</u>
1	August 23, 2025	KANSAS	FRESNO STATE	Lawrence, KS	TBD
2	August 25, 2029	FRESNO STATE	KANSAS	Fresno, CA	TBD
3	August 23, 2031	KANSAS	FRESNO STATE	Lawrence, KS	TBD

Both schools acknowledge that the date(s) and game time(s) are subject to change pending the mutual written agreement of the participating institutions. If a game time is not specified, the game time(s) will be decided by the Host Institution, but shall be no earlier than 12:00 p.m. and no later than 8:15 p.m. local time.

2. **GAME RULES / STUDENT-ATHLETE ELIGIBILITY:** The Games shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the rules of the applicable host conference (if any) in effect on the date of the Game(s). The eligibility of student-athletes and coaches to participate in the Game(s) shall be determined by the rules of the NCAA, applicable conference(s) (if any) and the respective institutions in effect on the date of each Game.
3. **GAME OFFICIALS:** A crew of qualified on-field officials shall be selected and compensated by the assigning agency of the VISITING Institution for the Game(s). The replay officiating crew, operating in accordance with NCAA and College Football Officiating (CFO) standards, shall be selected and compensated by the assigning agency of the VISITING Institution for the Game(s).
4. **GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), the Host Institution shall pay the Visiting Institution as follows:

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>VISITING INSTITUTION</u>	<u>GUARANTEE AMOUNT</u>
1	August 23, 2025	KANSAS	FRESNO STATE	\$750,000 to FRESNO STATE
2	August 25, 2029	FRESNO STATE	KANSAS	\$250,000 to KANSAS
3	August 23, 2031	KANSAS	FRESNO STATE	\$0- NO COMPENSATION

The Host Institution shall pay to the Visiting Institution the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. Except for this fee, the Visiting Institution shall be entitled to no other additional payments from the Host Institution in

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connection with the Game(s) played. Any amount not paid by the due date shall immediately bear interest at the maximum amount as permitted by state law of the governing jurisdiction.

5. **LIQUIDATED DAMAGES:** The failure of a party to participate in the Game(s) will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the damages incurred as a result of the breach increase significantly as the date of the Game approaches, and they further recognize and agree that these damages cannot be fully mitigated. Therefore, the breaching party shall pay to the non-breaching party as liquidated damages:

A. The sum of \$2,000,000 per Game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game(s) due to breach. No liquidated damages shall be paid if it becomes impossible to play the game by reason of force majeure (see provision 14). The sum shall be payable on or before February 15 of the year following the Game(s) for which the breach occurred. In the event a party cancels or fails to appear at one game, it is within the sole discretion of the non-breaching party to treat the remaining games as being cancelled. The non-breaching party must announce its intention and submit in writing to the appropriate Athletic Director within 30 days of the first breach whether it will treat all remaining games as being cancelled by the other party.

6. **TICKETING:**

- A. The Host Institution will establish all ticket prices.
- B. The Visiting Institution shall be allotted 300 complimentary tickets.
- C. The Visiting Institution shall be allocated up to 2,500 tickets for sale if requested by June 1 for the year in which each game is scheduled. Unsold tickets must be returned to the Host Institution three (3) days prior to the Game date. The Visiting Institution should retain no more than 500 unsold tickets from the original allotment two (2) weeks prior to the date of the game. Three (3) days prior to the game day, the Visiting Institution may return no more than 150 unsold tickets from the above-mentioned allotment plus any unused band tickets. Following the game, the Visiting Institution will be allowed to return up to 100 unsold tickets. The Visiting Institution is responsible for paying the printed face value to the Host Institution for any tickets not returned to Host Institution by the agreed upon date as set forth above. Said location of tickets shall be identified by the Host Institution.
- D. The Visiting Institution's Band, Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform. Seating for the Visiting Institution's Band shall be in a contiguous blocked location as determined by the Host Institution and is part of the Visiting Institution complimentary allotment of tickets. The Visiting Institution shall inform the Host Institution of the approximate number of band members, not to exceed 350, that it intends to bring to the Game at least 30 days in advance.

7. GAME MANAGEMENT:

- A. The Host Institution shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting an intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of the Visiting Institution. The Host Institution agrees to have a medical doctor and ambulance with emergency personnel at the game site throughout the duration of the football game.
- B. The Host Institution shall retain all revenue associated with each Game.
- C. The Visiting Institution shall be furnished 100 free game programs, to be delivered to its dressing room at least one (1) hour before game time.

8. WALK-THROUGH: If requested by the Visiting Institution, not later than 5 days prior to the game, the Home Institution will make its best efforts to accommodate the Visiting Institution's request to conduct a walk-through at the game facility on the day prior to the game. It is understood that such an opportunity is contingent upon weather and field conditions.

9. SIDELINE LIMITATIONS: The Visiting Institution may use any and all product 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 to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

10. CREDENTIALS: The Visiting Institution shall be provided 60 team bench area passes, 8 all-access passes, 12 coaches' booth passes, 6 team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints. The Visiting Institution shall use its best efforts to provide a list of all credentialed workers and personnel to the Home Institution at least 5 days prior to the Game

~~11. PARKING: The Visiting Team shall be allowed parking passes for 1 equipment truck(s), up to 5 buses, and 2 automobiles for use by the football program and administration.~~

12. MULTIMEDIA RIGHTS:

- A. Radio Rights. The home team (or its conference) for each Game covered by this Agreement owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed

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means. The home team for each Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.

B. Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the conference of the home team for each Game covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the conference of the home team in perpetuity. Notwithstanding the foregoing, (i) the visiting team and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by the visiting team, professional sports leagues and other colleges and universities solely for coaching and scouting purposes (and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of a visiting team (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when any Game covered by this Agreement occurs, the visiting team (and/or its conference) for such Game shall have the rights as described in such agreement.

C. Other Rights. The visiting team for each Game covered by this Agreement hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the visiting team to promote and publicize such Game and the participating teams and institutions, provided that such trademarks and logos must not be used as an endorsement of any product or service or in connection with any political cause or candidate.

D. Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

13. FORCE MAJEURE: This contract shall be void with respect to any of the games in the event that it becomes impossible to play such game(s) by reason of an unforeseen catastrophe or disaster such as fire, flood, earthquake, war, confiscation, by order of government, military or public authority or prohibitory or injunctive orders of any competent judicial or other government authority. Notice of such catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent games covered by this contract. Any games not played as scheduled shall be rescheduled as such exigencies may dictate or permit.

14. SEVERANCE: If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not stricken shall remain in full force and effect and shall be binding upon the parties.

15. INTEGRATION: This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.



No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the written consent of the non-assigning party.

17. **AUTHORITY TO SIGN:** By executing this Agreement, the undersigned parties represent and warrant that they are authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors.

The undersigned parties have executed this Agreement on the respective dates set forth.

INSTITUTION: KANSAS *mcw*
KANSAS ATHLETICS INCORPORATED

INSTITUTION: FRESNO STATE
CALIFORNIA STATE UNIVERSITY, FRESNO
ATHLETIC CORPORATION

By: *Jeffrey P. Long*

Name: Jeffrey P. Long
Title: Director of Athletics

By: *Terrance J. Turney*

Name: Terrance J. Turney
Title: Director of Athletics

Date: 2/20/2020

Date: 2/19/2020

By: *Dr. Douglas A. Girod*

Name: Dr. Douglas A. Girod
Title: Chancellor

Date: 2/20/2020