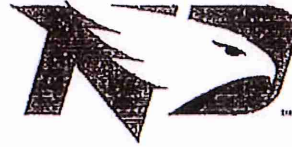


2022-409



### ATHLETIC COMPETITION AGREEMENT

This AGREEMENT, is made and entered into on the 9<sup>th</sup> day of November, 2021 between the University of North Dakota (hereinafter called UND), and the University of Idaho (hereinafter called UI).

### WITNESSETH

In consideration of the mutual promises herein contained, it is agreed as follows between the parties hereto:

1. Varsity Football teams representing UND and UI will play each other on the following date(s):

*Date: September 11, 2027 in Grand Forks, ND*

*Time: TBD*

*Date: September 16, 2028 in Moscow, ID*

*Time: TBD*

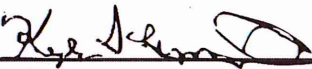
2. The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the rules of the conferences of which UND and UI are members, and the rules of UND and UI.
3. There shall be no financial obligations due to this being a home-and-home agreement.
4. Radio broadcasts of the games shall be under the control of the home team, however, the visiting team shall have a rights free outlet for the live radio broadcast of the games by one (1) radio station or network situated in its home area, such station to be designated by the visiting team. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.
5. Television broadcasts of the games shall be under control of the home team. The visiting team must negotiate with the home team for any variance of this guideline.
6. The officials for the game will be assigned by the home team.
7. The bands and cheerleaders of the visiting team shall be admitted in uniform. In addition, the visiting team shall receive 200 complimentary tickets for the game.

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8. If either party fails to comply with the terms and conditions of this Agreement for reasons other than those in Section 9 below by unilaterally canceling the Agreement to play any one or more of the games, that party shall pay to the other the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) per game not played as liquidated damages, and not a penalty, within sixty (60) days of cancellation. If cancellation is by mutual consent, this Agreement shall be null and void.
9. UND and UI recognize that exigencies beyond the control of either party, such as, but not limited to, Acts of God, Acts of Common Enemy, pandemics, public health crises, civil disorders, or orders of military or public authority, may render it impossible or highly undesirable to play the game agreed to hereunder, in which event or events the game(s) shall be cancelled or rescheduled as such exigencies may dictate or permit and the liquidated damages provision in Section 8 above shall not apply.
10. The persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

**University of North Dakota**

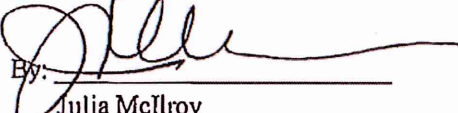
By:   
 Kyle Schweigert  
 Head Coach, Football

Date: 1-6-22


By:   
 Bill Chaves  
 Director of Athletics

Date: 1-6-22

**University of Idaho**

By:   
 Julia McIlroy  
 Director, Contracts and Purchasing Services

Date: 12/3/2021

By:   
 Terry Gawlik  
 Director of Athletics

Date: 1-4-22

KD  
EM  
SK  
KJ

Please sign and return one original via envelope or email to:

University of North Dakota Athletics  
 Attn: Kyle Doperalski, Associate Athletics Director  
 2751 2<sup>nd</sup> Avenue North, Stop 9013  
 Grand Forks, ND 58202-9013  
[kyle.doperalski@und.edu](mailto:kyle.doperalski@und.edu)

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