

UNIVERSITY OF OREGON  
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS  
FOOTBALL GAME CONTRACT

This Football Game Contract (Contract or Agreement) is entered into as of the date of the last signature below by and between the University of Oregon (Oregon or Host Institution) and The Ohio State University (Opponent or Visiting Institution).

RECITAL

The parties desire to schedule and play one or more intercollegiate varsity football games as set forth and on the terms and conditions described in this Agreement.

TERMS AND CONDITIONS

1. Scheduled Games.

Oregon and Opponent hereby schedule one or more intercollegiate varsity football games as follows:

DATE	LOCATION	HOME TEAM	VISITING TEAM
Sept. 12, 2020	Eugene, Oregon	Oregon	Ohio State
Sept. 11, 2021	Columbus, OH	Ohio State	Oregon

2. Compensation.

The Home Team shall compensate the Visiting Team as follows:

DATE OF GAME	AMOUNT PAID BY HOME TEAM TO VISITING TEAM
Sept. 12, 2020	Three Hundred Thousand Dollars (\$300,000)
Sept. 11, 2021	Three Hundred Thousand Dollars (\$300,000)

Settlement by the Home Team will be made within 120 days following each game.

Except as set forth in this Agreement, no compensation shall be due from one party to the other.

3. Rules.

Each game shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") in effect at the time of the game.

4. Officials.

The officials for the games will be paid by the visiting team or conference and will be assigned as follows:

DATE OF GAME	ASSIGNMENT OF OFFICIALS
Sept 12, 2020	Big Ten officials for game at Oregon
Sept 11, 2021	Pac 12 officials for game at Ohio State
	Replay officials assigned by the conference of the Home team and paid by Home Team.

5. Tickets.

(A) Ticket prices for each game shall be determined by the Home Team.

(B) A reasonable number of complimentary tickets, media passes, or other passes shall be issued by the Home Team to members of the news media, officials, and to others whose work benefits both parties to this Agreement. A record shall be kept showing the recipient of each ticket or pass provided under this paragraph and shall be provided to the Visiting Team upon request.

(C) The Home Team shall provide the Visiting Team with 0 complimentary tickets for distribution to players, coaching staff, and others not described in Paragraph (B).

(D) The Home Team shall admit the cheerleaders and mascots (no more than 25) for the Visiting Team without charge if they are in uniform. Admissions provided under this Paragraph are not included in any complimentary ticket allowance.

(E) If requested, the Visiting Team shall be allotted 4,000 tickets for sale by its official ticket outlet. This allotment will include any seating required by the visiting school band. A request by the visiting team for its band (no more than 300) to perform shall be made no later than July 1 of the year in which the game will be played. The visiting team band will perform under the rules and regulations of the home team. Unsold tickets shall be returned to the Home Team no later than: two (2) weeks before the game.

(F) The Visiting Team shall be allowed 60 sideline passes at no charge. These shall be in addition to complementary tickets and other passes and are for use by coaches, trainers, and working personnel only.

6. Concessions, Parking, and Other Income.

The Home Team shall have the exclusive right to sell programs and operate concessions and parking. All money derived from these and other similar activities shall be the sole property of the Home Team.

7. Complimentary Game Programs.

The Home Team shall provide the Visiting Team with 80 free game programs, which shall be delivered to the Visiting Team's locker room.

8. Arrival of Teams.

The Home Team and Visiting Team shall present themselves at the site of the game at least 18 hours before the scheduled starting time of a game. On the day of the game, each team shall be present at the site of the game at least two hours before the start time.

9. Radio and other Broadcast Media, Including the Internet.

The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.

The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

10. Television, Video, Film and Internet Streaming

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure. All of the television, video, film and internet streaming rights and obligations set forth in Section 10 herein shall be governed by any existing or future crossover agreements with the Big Ten Conference and the Pac-12 Conference and such agreements shall supersede and control any of the language set forth in Section 10 herein.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:

- i. The scheduled start time for the games(s) is solely at the discretion of the Host Institution and its conference and may be changed up to 6 days in advance of the game in order to accommodate television. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
- ii. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).
- iii. The Host Institution agrees to provide the Visiting Institution with one 30-second message if the game is selected for a national broadcast network or national cable network telecast.
- iv. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game without the written permission of the Host Institution's conference; provided, however, that the Visiting Institutions shall be allowed the use of highlights of the games(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 network, Texas Longhorn Network, Big Ten Network, Mtn., etc.).

B. Contact

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Visiting Institution's conference Football Television Agreements should be addressed to the Visiting Institution's conference Associate Commissioner, Television.

11. Expenses.

Each party shall be solely responsible for its travel arrangements and shall be solely responsible for all costs and expenses associated with this Agreement.

12. Force Majeure.

A game shall be canceled if it becomes impossible to play the game by reason of bad weather; an unforeseen catastrophe or disaster such as fire, flood, earthquake, terrorist act, or act of political sabotage, war, or confiscation; any order of government, military or public authority; or any prohibitory or injunctive order of any competent judicial or other governmental authority, civil or military. In such case, neither party shall be responsible to the other for any loss or damage. Cancellation of a game under this section shall not be deemed a breach of this Contract. Notice of the need to cancel a game shall be given as soon as possible, and the parties shall proceed to discuss any possible resolutions. Except as agreed by the parties, no such cancellation shall affect the parties' obligations regarding subsequent games covered by this Agreement.

13. Failure to Perform.

Should the Visiting Team fail to participate in a game other than for a cause described in Section 12, the Visiting Team shall not be entitled to any payment whatsoever from the Home Team. The Visiting Team shall also be responsible for all cancellation damages as specified in Section 14 of this Agreement.

14. Termination, Breach, and Damages.

(A) This Agreement may be terminated under the following conditions:

- i. By mutual written consent of both parties signed by an authorized individual.
- ii. By written notice from one party to the other if the first party has formally terminated its participation in varsity intercollegiate football.

(B) If a party breaches this Contract or terminates this Contract for other than a reason set forth above, that party shall pay to the other party no later than 90 days after the date of the breach the sum of One Million Dollars (\$1,000,000). Oregon and Opponent have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that breach of this Agreement will cause the other party to suffer damages in the form of the loss of income and other economic and non-economic benefits, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages shall constitute sufficient, adequate and reasonable compensation any loss, damages or injury suffered as a result of the breach. The foregoing shall not be and shall not be construed to be, a penalty.

The rights and responsibilities granted hereunder are not assignable or transferable. If any clause or provision of this Agreement shall be deemed or held to be illegal, invalid or unenforceable, then such clause or provision shall be modified to the minimum extent necessary in order to make such clause or provision legal, valid and enforceable. There are no third party beneficiaries of this Agreement. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto and their respective legal representatives, successors and assigns where expressly permitted by this Agreement. This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of an original, but all of which together shall constitute one instrument. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral. Oregon has a pre-existing agreement that contractually binds Oregon to exclusive use of Gatorade products.

### Opponent

  
Signature

Signature

Geoffrey S. Chatas

Printed Name

  
Rob Mullens, Director of Athletics

**Rob Mullens, Director of Athletics**

10/10/2012  
Date

Date \_\_\_\_\_

Sr. VP for Business and Finance and CFO  
Title

## Title

10-11-12  
Date

Date \_\_\_\_\_

93-6001786

Federal Tax Identification Number

Federal Tax Identification Number

Signature \_\_\_\_\_

Signature

Eugene D. Smith

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Printed Name

Associate VP and Director of Athletics  
Title

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Title