

# ARKANSAS

## ATHLETICS

### FOOTBALL GAME AGREEMENT

THIS AGREEMENT is hereby entered into by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, acting on behalf of the UNIVERSITY OF ARKANSAS, DEPARTMENT OF ATHLETICS in Fayetteville, Arkansas, (hereafter "UA") and ARKANSAS STATE UNIVERSITY (hereafter "ASU"). UA and ASU are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party". In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Purpose. The purpose of this Agreement is to confirm the arrangements made for holding athletic contests between the respective intercollegiate athletics football teams representing UA and ASU.

2. Contest. The Parties agree that their respective intercollegiate athletics football teams shall compete in the game (hereafter "the Game") according to the terms of this Agreement. The Game shall be held as set forth below:

| <u>DATE</u>       | <u>HOME TEAM</u> | <u>SITE</u>     | <u>TIME</u> |
|-------------------|------------------|-----------------|-------------|
| September 6, 2025 | UA               | Little Rock, AR | TBA         |

3. Game Management. The conduct of the Game, including all ticket prices, advertising and other details attendant to the Game, including securing police, ushers, and other help, and all other matters necessary or appropriate to the conducting of an NCAA Division I college football game shall be the responsibility of UA.

4. Officials. Game officials shall be provided by the Southeastern Conference ("SEC"). UA shall be responsible for the cost of the Game officials.

5. Compensation to Visiting Team. UA shall pay ASU the sum of Nine Hundred Thousand Dollars (\$900,000.00) for playing in the Game. This fee shall be payable no later than ninety (90) days following the Game. ASU shall be entitled to no other or additional payments from UA in connection with the Game.

6. Admissions. ASU shall be given sixty (60) sideline passes for necessary personnel. Sideline passes must be worn at all times by all personnel with the exception of varsity players in uniform. All sideline passes will be restricted to the bench area (between the 25-yard lines). All Game workers (defined as those who have a specific and necessary duty to perform at the Game and who do not occupy sellable seats) shall also be admitted free of charge, with such admissions not being included in the provided sideline passes. Cheerleaders and mascots, in uniform, shall also be admitted free of charge. ASU shall use its best efforts to provide a list of all such workers and personnel to the UA at least three (3) days before the Game. ASU shall also be allowed parking passes at or near the stadium for one (1) truck, four (4) buses and ten (10) autos.

7. Tickets. UA shall make available to ASU a maximum of Ten Thousand (10,000) tickets for ASU to sell for the Game. ASU agrees to provide student-athlete guests, band, cheer and ASU student tickets from this allotment.

8. Television Rights. The Parties acknowledge and agree that all television rights for the Game played pursuant to this Agreement are subject in all respects to television agreements entered into by the Parties' respective athletic conferences on behalf of their membership. Both Parties acknowledge that their athletic conferences may have entered into cross-over television agreements clarifying that the television rights to home games of a conference's member institution are available for selection pursuant to the television agreements of that conference with all fees paid for those rights to be retained by the conference. In the event that the television rights (live or delayed, or both) to the Game are not subject to a conference agreement, the Parties acknowledge that those television rights shall be held by UA. Both Parties shall have the right to film and/or videotape the Game for internal use and coaches' shows only. UA shall provide ASU with appropriate facilities and camera location(s) for the making of such films or videotapes. See EXHIBIT A attached hereto and incorporated herein by reference for the terms pertaining to Radio, Television, Broadcast and Media Rights governing the Game.

9. Sponsors. ASU recognizes that UA has or may have at the time of the Game exclusive agreements with certain corporate sponsors that may prevent ASU from bringing certain products or items into the football stadium. ASU agrees to consult with UA before the Game to ensure that ASU does not bring products or items into the football stadium that violate UA's corporate sponsorship agreements or UA policies.

10. Radio Broadcast. ASU shall be allowed one (1) complimentary radio outlet for a live radio broadcast and shall retain the revenue from such broadcast. ASU's radio outlet will be responsible for ordering and the payment of all telephone and broadcast lines incidental to their broadcast.

11. International Broadcast. The Parties may each market the Game for international broadcast, either live or on a taped basis, with both parties sharing revenues therefrom equally.

12. Rules of the Game. The Game shall be governed by all applicable rules of the NCAA. All players shall be eligible as provided by NCAA rules.

13. Force Majeure. Neither Party shall be considered to have breached this Agreement for cancelling the Game at any time arising out of or caused by, directly or indirectly, forces beyond the Parties' reasonable control that make it impossible or unsafe to play the Game(s), including without limitation: (a) natural disasters or acts of God, fire, flood, hurricane, tornado, earthquake, pandemic, acts of war or terrorism, natural disaster, severe weather, civil or military disturbance, quarantine, strikes, riots, loss or malfunction of utilities, court order, actions by a government or public authority, or the UA's governing athletic body or conference, outbreak of disease or illness or curtailment of transportation; (b) the discontinuance of the NCAA in its current form such that the Parties are either no longer members of the same athletic association or no longer members of the same division of a common athletic association; or (c) a Party becomes obligated, as a condition of athletic conference membership or affiliation (for football), to cancel or postpone the Game or to play a greater number of games against conference-designated opponents than it is currently obligated to play ("Force Majeure Event"). Notice of such grounds shall be given to the other Party as soon as possible. If possible in

UA's determination, the Game(s) canceled under this provision shall be rescheduled at the earliest date available to both Parties consistent with the terms and conditions of this Agreement, including, but not limited to, the same payment terms, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, none of the following shall constitute an event of force majeure: 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 a Game; or the discontinuance of either Party's football program.

14. Liquidated Damages. Except where the appearance of either Party is prevented by one of the events described in Paragraph 13, the institution whose team fails to appear and participate in the Game provided in this Agreement shall pay the other institution the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) within sixty (60) days of the applicable Game date. The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that a Party's 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 at the time this Agreement was entered into by the Parties. Such liquidated damages may include, but are not limited to, loss of donations, sponsorships and advertising revenue and opportunities; ticket, concessions and merchandise sales; marketing, travel and lodging expenses; costs and expenses related to rescheduling; and all other tangible and intangible detriment to the Party's athletic program and the support of its students, alumni, fans and donors. Accordingly, the Parties agree that the amount of liquidated damages to be paid hereunder was negotiated at arm's length by the Parties with the assistance of counsel and is fair, reasonable, constitute sufficient, adequate, and reasonable compensation for any loss, damages, or injury suffered as a result of the breach, and is not a penalty.

15. Compliance with Law. To the extent required by applicable law, the Parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246, the American with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability or national origin. Nothing contained in this provision or this Agreement, however, shall be deemed, construed or interpreted as a waiver of any immunities to suit available to either Party or either Party's respective governing bodies, trustees, governors, officials, representatives or employees. Without waiving any immunities available to the Parties, the Parties agree that the sole jurisdiction and venue for any dispute between the Parties or interpretation or enforcement of this Agreement shall be the Circuit Court of Washington County, Arkansas, subject to the laws of the State of Arkansas.

16. Emergency Medical Care. UA shall have a medical doctor and an ambulance at the Game site throughout the Game.

17. Miscellaneous. By executing this Agreement, the undersigned Parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other Party. Each Party shall execute and deliver all such documents and do all such acts as the other Party may reasonably request for accomplishing the

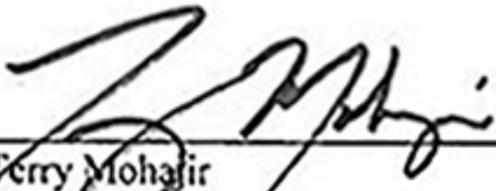
purpose of this Agreement. This Agreement represents the entire agreement between the Parties. No prior or contemporaneous written or oral agreement, condition or covenant not specifically set forth or incorporated by reference herein shall be of any force or effect. This Agreement may only be modified in writing, signed by representatives of both Parties. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the Parties to this Agreement. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any third party, including the creditors of any party hereto.

18. Duplicate Execution. This Agreement may be executed in counterparts. It shall be deemed effective upon each Party's execution of a copy of this Agreement and its exchange with the other Party, so that each has a textually copy signed by the other.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

**ARKANSAS STATE UNIVERSITY**

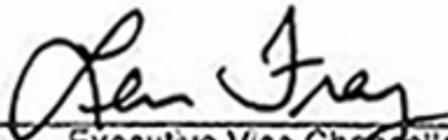
**BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ARKANSAS, ON BEHALF  
OF THE UNIVERSITY OF ARKANSAS  
DEPARTMENT OF ATHLETICS**

By:   
Terry Mohajir  
Vice Chancellor for Intercollegiate Athletics

By: \_\_\_\_\_  
Hunter Yurachek  
Vice Chancellor and Director of Athletics

Date: 2/1/21

Date: \_\_\_\_\_

  
Executive Vice Chancellor for  
Finance and Administration & CCO

2-1-21

## EXHIBIT A

### SEC RADIO, TELEVISION, BROADCAST AND MEDIA RIGHTS

(a) Radio Rights. UA (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 ASU 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 ASU's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. UA for each Game shall provide to ASU 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 UA 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 ASU has or will have any such rights, ASU irrevocably assigns, conveys, and transfers all of such rights to the conference of UA in perpetuity. Notwithstanding the foregoing, (i) ASU and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by ASU, professional sports leagues and other colleges and universities for coaching and scouting purposes, and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of ASU 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, ASU (and its conference) for such Game shall have the rights as described in such agreement.

(c) Other Rights. For the Game covered by this Agreement, ASU hereby authorizes UA (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 ASU and the names and likenesses of ASU's individual players, participants and coaches to promote and publicize such Game 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 connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. ASU warrants to UA and its conference that ASU has obtained the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).

(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 Exhibit A shall control and supersede any other such language or provision in the Agreement.