



## HEAD COACH EMPLOYMENT AGREEMENT

This Head Coach Employment Agreement ("Agreement") is entered into as of April 8, 2023 ("Effective Date") by and between Utah State University ("USU"), having an office at 1445 Old Main Hill, Logan, UT 84322, and William Daniel Sprinkle ("Coach"), represented by and contacted through WME Sports, 121 W. Wacker Dr., Suite 2250, Chicago, IL 60601, Attn: Bret Just. USU and Coach each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into a certain Offer Letter, dated April 7, 2023 ("Prior Agreement"), and now desire to amend and replace in its entirety the Prior Agreement with this Agreement to describe the employment of Coach more fully and completely.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Definitions

1.1. "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Conference (as defined herein) or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the USU's athletics program. Governing Athletic Rules also shall include any acts of Congress or the State of Utah regulating college athletics, officials, athletes, and competition.

1.2. "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, student-athlete handbooks, written policies (including the policies found in USU's Policy Library (<https://www.usu.edu/policies/>), bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by USU, including, without limitation, its President, Vice President and Director of Athletics, and/or Board of Trustees.

### 2. Employment

2.1. Appointment. Subject to the terms and conditions of this Agreement, USU shall employ Coach as the head coach of its Men's Basketball Team ("Team") and director of the USU Men's Basketball Program ("Program"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity. Consistent with USU Policy 390, Coach's employment is "at will" and, subject to the terms and conditions of this Agreement, may be terminated by USU at any time and for any lawful reason.

2.2. Supervision of Coach. Coach shall serve at the pleasure of USU's Vice President and Director of Athletics (the "Director") and shall report directly to the Director and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also confer with the Director or the Director's designee, and reach mutual agreement, before offering any assistant coach or other administrative or operations positions or athletic scholarships to Coach's current or prospective student-athletes. Coach shall also be

under the general supervision of USU's President. The Director will conduct an annual review of Coach's performance as head coach. The specific schedule for this review will be established by the Director.

2.3. Institutional Control. The Parties recognize that the Director is responsible to USU's President for the operation, review, and periodic evaluation of the entire USU athletics program, including the Program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such the Program. Coach agrees to recognize and respect those relationships, the organizational structure of USU, and USU's role and participation in the athletic conference in which the Team competes ("Conference"). As of the Effective Date, the Conference is the Mountain West Conference. Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this Agreement, and Coach shall support and comply with the Director's efforts and instructions regarding any review of the Program.

2.4. Management and Supervision of the Program. Coach shall manage and supervise the Team and Program and shall perform such other duties, consistent with Coach's status as the head coach, as the Director may reasonably assign. Following the conclusion of each men's basketball season, the Director will conduct an annual review of the performance of duties and responsibilities by Coach. The schedule for this review will be established by the Director.

2.5. Conduct. Coach agrees to represent USU positively in public and private forums and shall not engage in conduct or act in such a manner that reflects adversely on USU, the Program, or USU's athletics program. Coach shall perform Coach's duties and personally comport himself/herself at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of USU and its Athletics Department ("Athletics Department").

2.6. Background Check. Coach agrees that Coach's employment is contingent upon USU's verification of credentials and other information required by law and/or USU policies, including but not limited to a criminal background check, which may be performed at any time during the Term in accordance with USU policy. USU confirms that an initial background check and verification of credentials has been completed to USU's satisfaction as of the Effective Date. USU reserves the right to terminate this Agreement for cause, pursuant to Section 6 of this Agreement, upon discovery of conduct, whether during or prior to the Term of this Agreement, that is not consistent with Section 2.5 of this Agreement.

### 3. Term

3.1. Term. This Agreement is for a fixed-term appointment commencing on the Effective Date and automatically terminating, without further notice to Coach, on the later of **March 31, 2028** or the Team's last game of the 2027-2028 season\* ("Term"). Individual contract years may be referred to in this Agreement and shall have the following meaning:

| Contract Year | Dates                           |
|---------------|---------------------------------|
| Year 1        | Effective Date – March 31, 2024 |
| Year 2        | April 1, 2024 – March 31, 2025  |
| Year 3        | April 1, 2025 – March 31, 2026  |
| Year 4        | April 1, 2026 – March 31, 2027  |
| Year 5        | April 1, 2027 – March 31, 2028* |

3.2. Renewal. This Agreement is renewable solely upon an offer from USU and an acceptance by Coach, both of which must be in writing and signed by the Parties.

#### 4. Compensation

4.1. **Salary and Benefits.** In consideration of Coach's services and satisfactory performance of all duties and responsibilities set forth in this Agreement, USU shall provide to Coach the following during the Term:

a) **Base Annual Salary.** A "Base Annual Salary" minus applicable taxes and withholdings which will be earned daily on a pro-rata basis and payable in substantially equal monthly installments, in accordance with normal USU procedures at the rate set forth in the below schedule:

| Contract Year | Base Annual Salary                                       |
|---------------|--|
| Year 1        | \$600,000  |
| Year 2        | \$625,000  |
| Year 3        | \$650,000  |
| Year 4        | \$675,000  |
| Year 5        | \$700,000 *pro-rated for any period after March 31, 2028 |

b) **Professional Employee Benefits.** Such normal employee benefits as USU provides generally to its senior administrative and professional staff, subject to the terms and conditions of any applicable employee benefit plan, program, policy, or agreement. The benefits include the following: medical and dental insurance, USU contributions to an approved retirement program, employer-funded life insurance and disability insurance), sick leave, annual leave, tuition reduction for Coach and eligible family members, and all other benefits currently provided to exempt, non-academic employees. Contributions to an approved retirement plan shall be made consistent with USU's executive compensation plan. Under USU's executive compensation plan, contributions to the approved retirement program will be based on the dollar limitation set forth in Section 401(a)(17) of the Internal Revenue Code for the applicable Plan Year. Per USU Policy 345, Coach cannot defer use of annual leave and USU will not compensate Coach for any unused leave at termination of employment.

4.2. **Incentive Compensation.** Supplemental compensation shall be paid by USU to the Coach upon achievement of the following (hereinafter, individually, referred to as "Achievement") within the Term:

| Achievement   | Amount    |
|---|-----------|
| Team maintains a single-year Academic Progress Rate (" <u>APR</u> ") of 950 or above. Note: The APR report is published annually. This incentive compensation may be paid annually and will be triggered upon the publication of the single year APR of 950 or greater. | \$10,000  |
| Team wins the NCAA Tournament National Championship   | \$100,000 |
| Team qualifies as a Final Four Participant  | \$50,000  |
| Each NCAA Tournament Game win (including a First Four Game but excluding the National Championship Game)<br>Note: each NCAA Tournament win, except the Championship Game, will qualify Coach for a \$20,000 incentive payment   | \$20,000  |
| Team granted an at-large NCAA Tournament Bid  | \$20,000  |
| Team wins the National Invitation Tournament Championship   | \$10,000  |
| Team invited to the National Invitation Tournament  | \$10,000  |
| Team wins the Conference Tournament Championship  | \$25,000  |

|  |                                  |
|--|----------------------------------|
| Team wins the regular-season Conference Championship (either outright Champion or Co-Champion)   | \$15,000                         |
| Team is ranked (Associated Press Poll) at the end of a season in the:<br>Top 10<br>Top 20<br>Top 25  | \$50,000<br>\$25,000<br>\$10,000 |
| Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the Team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25). |                                  |
| Coach is selected as the "Conference Coach of the Year" by the Conference  | \$10,000                         |
| Coach is selected as the national "Coach of the Year" by the Associated Press, the Atlanta Tipoff Club (Naismith College Coach of the Year), or the National Association of Basketball Coaches (NABC)  | \$25,000                         |
| Team wins a rival game against BYU or University of Utah   | \$5,000 each                     |

Unless otherwise stated in the Achievement Chart provided above, each amount of the Incentive Compensation as set forth above will be "earned" upon the occurrence of the related Achievement and will be payable within thirty (30) days thereafter. By way of example only, if the Team wins the National Championship, Coach could earn the cumulative sum of \$275,000 (depending on the path to the NCAA Tournament bid) for this accomplishment (i.e., \$25,000 for Conference Tournament Championship, \$100,000 total for 5 Tournament Game wins (excluding the championship), \$50,000 for the Final Four berth, and \$100,000 for winning the National Championship).

4.3. Media Rights and Endorsement Compensation. Subject to the terms of this Agreement and to any of USU's existing radio, media, television, or endorsement Agreement, Director will use his best efforts to negotiate separate contract(s) for radio and/or television for the broadcast of "Coach's Shows" and for other endorsement rights associated with Coach. USU shall have the right to receive all proceeds from said "Coach's Shows" or endorsement agreements. USU will, whether or not these proceeds materialize, guarantee an additional three hundred thousand dollars (\$300,000) ("Media Compensation") for each Contract Year occurring during the Term. Media Compensation will be earned daily on a pro-rata basis and payable quarterly in substantially equal installments made on June 30, September 30, and December 31, and March 31. See Section 5.7 for more information on the contracts and Coach's duties associated with the Media Compensation

4.4. Payment of Buyout. To facilitate the hiring of Coach at USU, on or before July 5, 2023, USU agrees to pay a buyout payment of two hundred and fifty thousand dollars (\$250,000) to Montana State University ("MSU") in connection with the termination of Coach's contract with MSU. Coach shall be responsible for any additional financial or contractual obligations owed to MSU in connection with his departure therefrom. USU intends for the above amount to be paid as a reimbursable employee business expense and not considered as compensation. USU understands that payment of this expense is necessary to obtain the services of Coach and therefore substantially benefits USU. Accordingly, Coach agrees that he will not take a deduction for this expense on his personal income tax return. If this expense is determined by the IRS to be non-qualified as a business expense under USU's accountable plan or if it is otherwise determined by the IRS to be taxable to Coach, then USU agrees to address the actual

tax impact to Coach resulting from the payment of this expense by appropriate payment to Coach within sixty (60) days of such IRS determination to allow Coach to cover applicable Federal, state, and local income tax needed for the payment made by USU to MSU. In such case, Coach may claim all deductions allowable under applicable law, including this expense.

4.5. Vehicle. USU will provide Coach with one loaned, late model vehicle for Coach's use (referred to as a "courtesy car") in keeping with the following uses (in order of priority): (i) business conducted in direct support of the Program's daily operations; (ii) official travel for the Team and/or the USU, as assigned; (iii) business conducted indirectly affecting the Program, such as lunches, meetings, etc.; and (iv) personal business and family support but secondary to the primary purpose of supporting the Program operations. This courtesy car will be provided to USU by supporters of USU Athletics. USU will withhold all applicable federal and state taxes related to Coach's use of the courtesy car, as required by the Internal Revenue Service ("IRS") and applicable state and federal law. Coach agrees to follow all USU and USU Athletics Department policies and procedures related to the use of courtesy cars, including compliance with the law, insurance payments, and periodic reports of vehicle information. As an alternative to a courtesy car, Director may (at Director's discretion) elect to provide Coach with a monthly vehicle stipend in the amount of seven hundred dollars (\$700). Under this stipend option, any business-related or personal automobile expenses (including, but not limited to, lease or automobile loan payments, taxes, registration fees, fuel costs, maintenance costs, insurance payments, or other automobile related costs of fees) incurred by Coach in excess of this vehicle stipend shall be the sole financial responsibility of Coach. Coach understands and agrees that if Director elects to provide the stipend option, then USU will not provide Coach with reimbursements for mileage, fuel, or other vehicle costs incurred by Coach while conducting USU business.

4.6. Moving Expenses. USU will provide Coach with a moving allowance of ten thousand dollars (\$10,000). If moving expenses exceed this allowance, USU will reimburse reasonable documented expenses in excess of this allowance in accordance with USU policy and state law. To ensure their reasonableness, any such excess expenses must be presented to and preapproved by the Director in writing. Payment of moving expenses is a taxable benefit and any amounts expended or reimbursed by USU will be included in Coach's taxable wages.

4.7. Country Club Membership. USU will ensure that the Logan Golf and Country Club grants to Coach membership for USU business purposes at a membership level equivalent to a business membership. Coach's membership will be subject to any terms and conditions imposed by the Logan Country Club, including but not limited to the right of the Logan Country Club to revoke membership. USU will not be responsible for any usage fees or costs, food minimum requirements, or purchases of goods and services at the Logan Country Club. USU will withhold all applicable federal and state taxes related to providing the Country Club membership, as required by the IRS and applicable law.

4.8. Communication Allowance. Coach shall be provided a monthly communication allowance in the amount of one hundred and fifty dollars (\$150). This allowance will be provided consistent and in compliance with USU policy.

4.9. Athletic Event Tickets and Family Travel. If requested by Coach, USU will provide Coach with (a) up to ten (10) season tickets in the lower bowl to regular-season home Team games, (b) eight (8) tickets to regular away Team games, and (c) six (6) tickets to regular-season home football contests and one (1) parking pass for each home Team game and home football game. Further, USU will provide Coach with up to 12 priority level tickets to any post-



season Team game (including, if applicable, the conference championship game). If requested by Coach and subject to available space, USU will provide Coach's immediate family members with access to Team-chartered transportation to the Team's away games, at no direct cost to Coach. Coach acknowledges that any such travel expenses are a taxable benefit and will be included in Coach's taxable wages.

4.10. Youth Athletic Camps. Coach agrees that USU has the exclusive right to operate and control youth camps on its campus using USU facilities. USU hereby authorizes Coach, personally or through a company owned by Coach, to conduct summer youth men's basketball camps and to collect income associated therewith. Coach agrees that any such camps: (i) will be scheduled and coordinated with the Athletics Department and USU generally prior to any advertising or registration; (ii) must be covered by general liability insurance in amounts sufficient to cover the camp activities, said insurance to be acquired by Coach or Coach's company and to include USU as an additional insured; and (iii) may be conducted on USU's campus, provided that Coach enters into a written facility use agreement with USU (at market rates for third parties), said agreement to include conventional terms for a third party to gain access to USU's facilities (e.g., assumption of liability, indemnification of USU, etc.). Coach agrees that the trademark, logos, and indicia of USU may only be used by Coach in connection with the camps after Coach receives the express written authorization of USU. Furthermore, Coach agrees not to use any trademark (e.g., Aggie, Big Blue, USU, etc.) in the name of any company Coach forms to administer and conduct the camps. Coach also agrees that the marketing (including website, marketing materials, etc.), camp participant supervision and instruction, general administration, and risks associated with any youth Men's Basketball camps will be the sole responsibility of Coach or the entity by which the camps are operated. In addition, the taxes and distribution of income (e.g., individuals staffing camps) associated with the camps shall be the responsibility of Coach. Furthermore, Coach agrees to provide necessary camp documentation to the Director, or his designee (e.g., Associate Athletic Director of Compliance) to show compliance with NCAA rules upon Director's request. This documentation will include, but is not limited to, registration lists, discount/refund lists and explanations, employee compensations lists, and revenue/expense summaries.

4.11. Taxable Benefits. All compensation and benefits set forth in Sections 4.1-4.10 received by Coach, directly or indirectly, will be subject to applicable state and federal tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other taxes.

4.12. Source of Funds. Funding for the compensation set forth in this Section 4 will come from a combination of Athletics Department funds, private funds donated to USU and the USU Foundation, and funds generated by contracts with vendors for athletic apparel and shoes and multimedia rights agreements. All compensation and benefits set forth herein will be dependent upon and subject to the availability of funds to USU for the purposes set forth in this Agreement. USU reserves the right to negotiate a mutually acceptable agreement with Coach that may delay or reduce any of the compensation or benefits due to Coach set forth in this Section 4 (including, but not limited to, the Base Annual Salary and Media Compensation) if funding sources for USU's Athletics Department (e.g., ticket revenues, state-allocated funding, media rights contracts associated with Media Compensation, etc.) are significantly reduced or interrupted by conditions beyond the control of USU, such as war, pandemic, epidemic, natural disaster, weather, act of God, airline strike, act of terrorism, federal or state governmental

restrictions (including travel or event restrictions or recommendations), restriction by the Conference, or NCAA restriction, etc.

## **5. Coach's Specific Duties and Responsibilities**

5.1. Best Efforts. Coach shall devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement, including all duties that the Director may assign, and including all duties as set forth in Coach's then-current job description on file with the Athletics Department. In addition, Coach shall perform such other and further duties and responsibilities as USU and/or the Director may establish from time to time at USU's discretion.

5.2. Program Welfare. Coach shall develop and implement programs and procedures for the evaluation, recruitment, training, and coaching of the Team's student-athletes to compete successfully while maintaining their welfare.

5.3. Academics. Coach shall observe and uphold all academic standards, requirements, and policies of USU and encourage the Program's student-athletes to perform to their highest academic potential. Coach recognizes that the primary mission of USU is to serve as an institution of higher learning and shall fully cooperate with the Director, the Sr. Associate Athletic Director of Student-athlete Services, and all academic counselors or similar persons designated by USU to assist student-athletes and shall use Coach's personal best efforts to encourage and promote those efforts. In that respect, Coach recognizes that the goal of USU is that every student-athlete obtain a baccalaureate degree and agrees to support fully the attainment of this goal. It is recognized by the Parties that a student-athlete may be declared ineligible for competition for academic reasons, because USU believes the student-athlete would not be an appropriate representative of USU under University Rules (as defined herein), as a disciplinary sanction under USU's Code of Student Conduct, or because USU believes that the student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA or for similar reasons.

5.4. Compliance. Coach shall undertake best efforts to (i) know, recognize, and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, including, but not limited to, Conference rules and NCAA rules, in accordance with NCAA Bylaw 11.1.1.1; (ii) promote an atmosphere for compliance within the Program supervised by Coach and monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach; (iii) supervise and undertake best efforts to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible and the student-athletes of the Program know, recognize and comply with all such laws, University Rules and Governing Athletic Rules; and (iv) promptly report to the Director or the Director's designee knowledge of any violation or potential violation of University Rules or Governing Athletic Rules by any person or entity, including, but not limited to, USU staff, students, and representatives of USU's athletic interests. Coach shall cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (*see* NCAA Bylaw 19.2.3). Coach understands and agrees that any individual, including Coach, who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (*see* NCAA Bylaw 19), including suspension without pay or termination of employment. In all compliance efforts, Coach shall cooperate fully with the Director or the Director's designee at all times. Coach, or his Director-approved designee, shall review and approve in writing all requests for expense reimbursements by assistant coaches prior to

submission to USU to reasonably ensure accuracy and compliance with all such laws, University Rules, and Governing Athletic Rules, and upon such satisfactory review, shall forward the same to USU with Coach's approval for payment. Coach shall at all times take reasonable action necessary to comply with and to implement the University Rules relating to substance abuse and to class attendance by students subject to Coach's direct control or authority, and to exercise reasonable care in an effort to assure that all personnel and students subject to Coach's direct control or authority comply with such policies. Coach represents and warrants that Coach will undertake best efforts to remain current as to the content of such policies. To the extent that any personnel matter is not addressed by the terms of this Agreement, University Rules will govern.

5.5. Gifts and Ethics. Except as provided in Section 4.10 herein, all salary or compensation of Coach for performance of coaching duties shall be paid only by USU or Learfield, or as expressly approved in writing by the Director. To that end, Coach will not solicit or accept gifts of cash or of substantial value or accept hospitality, from any person, including without limitation, a person who is a "representative of the athletic interests of the University" as that term is defined in Governing Athletic Rules. Coach also recognizes that Coach is a State of Utah employee and, as such, must comply with the Utah Public Officers' and Employees' Ethics Act ("Utah Ethics Act") for public officials and state employees. Any violation of this provision as determined by USU will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the Agreement. Coach may solicit and accept gifts to USU in the course of his fundraising efforts for USU, which efforts will be coordinated with the Director and Vice President for Advancement.

5.6. Other Activities. Coach shall not undertake any business, professional, or personal activities or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of USU, would reflect adversely upon USU or its athletics program. To avoid entering into an agreement in conflict with a USU contract or commitment, or an agreement which would not be in USU's best interest, Coach shall submit to USU for review and approval prior to executing any agreement between Coach and a third party that relates to or impacts in any way Coach's employment at USU (including consulting or equipment agreements that relate to camps); however, USU shall not unreasonably withhold, condition or delay such approval. Coach shall avoid any conflict of interest and comply with USU's Conflicts of Interest policy. Coach shall not participate in any business transactions or endorse any products or appear on any radio or, television, internet, or any other media programs, which may discredit or bring undue criticism to USU or impinge upon any contractual obligations of USU or, which in USU's sole but reasonable discretion, are otherwise not in the best interests of USU or which violate University Rules or state law.

5.7. Media, Promotions and Public Relations. Coach shall perform any services relating to the media, promotions and public relations as designated by the Director. Coach understands that, if requested by the Director or the Director's designee, Coach shall use Coach's best efforts (schedule permitting) to be available for interviews and other outside appearances. USU shall have the exclusive right to negotiate and approve all contracts associated with said media, promotions, and public relations, including all coaches shows and endorsement agreements.

a) Coach agrees that USU shall own all broadcasting and telecasting rights to all live and recorded USU coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows, and other programs or promotional events (hereinafter called



"Media Programs") that may be offered currently or in the future on media outlets, including but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless & video-on-demand. USU shall be entitled, at its option, to produce and market the Media Programs or negotiate with third parties for the production, distribution, and marketing of the Media Programs.

b) Coach agrees, if requested by the Director or the Director's designee, to provide Coach's services to and perform on the Media Programs and to cooperate in the production, broadcasting, and telecasting of the Media Programs. Coach agrees to perform all other duties as reasonably requested by USU for the Media Programs to be successful. Coach also agrees to participate, if requested and as mutually agreed, in providing content to any USU website featuring Coach or the Team (as currently exists or may exist in the future) to either USU or USU's then-current third-party rights holder of such website.

c) Coach also agrees to, and hereby does, assign to USU or its then-current rights holder of one or more of the Media Programs the non-exclusive right, title and interest in Coach's name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and Coach's picture, image and resemblance and other indicia closely identified with Coach (collectively the "Property") during the Term of this Agreement. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefore which have been obtained or filed or may be filed in the future with respect to the Property. Coach further agrees to, and hereby does, assign to USU the Property associated with all previously broadcast, recorded, or stored Media Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Media Programs (subject to the approval provisions of Section 5.6. of this Agreement).

d) These provisions related to media, promotions and public relations shall be subject to renegotiation at any time Coach's underlying employment agreement is renegotiated or if USU decides to produce and market one or more of the Media Programs itself as opposed to selling the rights to produce and market one or more of the Media Programs to a third party.

e) Coach and Director agree to coordinate regarding Coach's media, promotions, and public relations responsibilities so that such responsibilities do not unreasonably interfere with Coach's head coach responsibilities.

5.8. Apparel, Shoe, or Equipment Contracts. Coach agrees that USU has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff during official practices and games. Coach recognizes that, as of the Effective Date, USU has entered into an agreement with NIKE to supply USU with athletic footwear, apparel and/or equipment. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products without the written approval of the Director.

5.9. Other Prospective Employment. Coach agrees to provide the Director with written notice prior to engaging in substantive discussions or negotiations for prospective employment with any other entity, including specifically any institution of higher learning, search firms or a search firm representative, or with any professional athletic team. Coach shall not, under any circumstances, accept employment as a coach at any other institution of higher

learning or with any professional athletic team, requiring performance of duties prior to the expiration of this Agreement, without providing such prior written notice to the Director.

5.10. Trademarks. Coach may not associate USU's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any such arrangements, directly or indirectly, without the prior written approval of the Director and USU's Office of Trademark and Licensing Services. If the Director and USU's Office of Trademark and Licensing Services give permission to Coach to use USU's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, then such permission shall be non-exclusive and non-transferable, and such permission shall automatically expire upon Coach's resignation or termination from employment or upon written notice from USU.

5.11. Accounting of Income and Benefits. In accordance with NCAA and/or University rules, Coach shall provide a written detailed account (including the amount and source of all such income) to USU's President and the Director for all athletically related income and benefits from sources outside USU whenever reasonably requested, but in no event less than annually. Sources of such income shall include, but are not limited to, the following: (i) income from annuities; (ii) non-USU sports camps, clinics, and competitions; (iii) sports commentary at non-USU athletic events; (iv) country club memberships; and (v) fees for speaking engagements, etc. The approval of such athletically related income and benefits shall be consistent with University Rules related to outside income and benefits, if any, applicable to all full-time or part-time employees.

5.12. Assistant Coaches and Program Operations Personnel. Notwithstanding any other language contained herein, unless otherwise prohibited by University Rules, Coach shall have the responsibility and the sole authority to recommend to the Director the hiring of assistant coaches for the Team, and other staff members who report directly to Coach with the final hiring decision to be made mutually by the Coach and the Director. Subject to University Rules and the final approval of the Director, Coach may terminate Team assistant coaches and other staff members who report directly to Coach or make other employment sanction decisions regarding any Team assistant coach. For the Program, the USU Athletic Department will annually allocate (i) a salary pool of five hundred and thirty thousand dollars (\$530,000) to fund assistant Team coach positions, and (ii) a salary pool of one hundred and fifty thousand dollars (\$150,000) to fund other Program operations and administrative positions. Director will review the salary pool with Coach on an annual basis. The Director and Coach will coordinate regarding the allocation of the salary pools provided for the Program; however, Director retains final decision-making authority regarding all salary and budget decisions.

5.13. Game Scheduling. Subject to University Rules and Governing Athletic Rules, the Director or the Director's designee has the right to contract for and establish the schedule of USU's Team, and to negotiate the terms of the various game contracts, as well as accepting invitations for pre-season or post-season play. In advance of the formal acceptance or execution of any game or event contracts, Coach shall be consulted by the Director or the Director's designee as to the identity of opponents, playing site and time of play for any games or events. Although Coach and the Director or the Director's designee shall meet at least annually to discuss potential opponents, Coach may suggest potential opponents or discuss scheduling concerns at any time.

5.14. Athletic Conference. USU reserves the sole right to associate or disassociate with any athletic conference.

## **6. Termination by USU for Cause**

6.1. Termination by USU for Cause. At all times, Coach serves at the pleasure of the Director. If the Director notifies (pursuant to Section 6.2) Coach at any time that USU is terminating this Agreement *for cause*, then no further payment or benefits shall be made to Coach as of the date of said termination outside of any earned but unpaid compensation or benefits (including, if applicable, Base Annual Salary, Incentive Compensation, and/or Media Compensation, all of which shall be paid, if applicable, on a pro-rata basis, as well as reimbursements due to Coach for Director-approved business expenses). *For cause* termination shall be warranted based on, but not limited to, the following conduct:

a) Failure by Coach to follow reasonable instructions from the Director after written notice and reasonable opportunity to cure has been given to the Coach by the Director, and Coach has continued such failure to follow instructions after a thirty (30) day notice period; or

b) Neglect or inattention by Coach to the duties of head coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Director or as determined by the Director, and Coach has continued such neglect, inattention, refusal, or inability during a subsequent reasonable period specified by USU; or

c) Three (3) working days absence of Coach from duty without notifying the Director (*see* USU Policy 399) or without a legitimate basis for such absence without notification; or

d) A significant or repetitive or intentional violation of Governing Athletic Rules (or a pattern of conduct which may constitute or lead to an NCAA Level I or Level II violation (NCAA Level I or II violations constitute significant violations of Governing Athletic Rules)) or other regulatory requirements applicable to higher education generally)), as determined by USU; or

e) A significant or repetitive or intentional violation of any laws, University Rules, or Governing Athletic Rules (or a pattern of conduct which may constitute or lead to an NCAA Level I or Level II violation) by any person under Coach's supervision or direction (including, but not limited to, assistant Team coaches, Program operations personnel, and student-athletes) if Coach knew or should have known of the violation/conduct through the exercise of reasonable diligence and failed (i) to use reasonable and timely best efforts to prevent the violation/conduct; and/or (ii) to promptly report the violation/conduct to the Director; or

f) A breach of this Agreement, as determined by the Director in his reasonable judgment; or

g) Any criminal conduct (excluding minor traffic violations); or

h) A violation of any University Rules; or

i) Failure to submit required reports regarding crimes or violation of University Rules by student-athletes and/or an Athletics Department employee; or

j) A violation of any law of the State of Utah or the United States, including but not limited to, the Utah Ethics Act, as determined by USU; or

k) Fraud, willful misrepresentation, or dishonesty of Coach in the performance of Coach's duties or responsibilities under this Agreement as determined by USU; or

l) Fraud or dishonesty of Coach in preparing, falsifying, submitting, or altering documents or records of USU, NCAA or the Conference, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or

other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, as determined by USU; or

m) Failure by Coach to respond accurately and fully to any request or inquiry relating to the performance of Coach's duties hereunder or the performance of Coach's duties during Coach's prior employment at any other institution of higher learning propounded by USU, NCAA, the Conference or other governing body having supervision over the USU athletics program or such other institution of higher learning, or required by law, Governing Athletic Rules, or University Rules, as determined by USU; or

n) Counseling or instructing by Coach of any coach, student, or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to USU's athletics program or other institution of higher learning which shall be propounded by USU, NCAA, the Conference or other governing body having supervision over the USU athletics program or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by USU; or

o) Failure by Coach to manage the Program in a manner that reflects the academic values of USU, as determined by USU; or

p) Failure to promote and/or protect the safety, health, or welfare of USU student-athletes to the best of his ability, as determined by USU; or

q) Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to the Program or any other sport to any individual known by Coach to be a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons, as determined by USU; or

r) Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids, or other chemicals as to impair Coach's ability to perform Coach's duties hereunder, or failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program established by USU for student-athletes, as determined by USU; or

s) Coach's sale, use, or possession (except pursuant to a legal prescription), or Coach permitting, encouraging, or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach, athletic staff or such student-athlete is prohibited by law or by Governing Athletic Rules or University Rules, as determined by USU; or

t) Failure by Coach to report promptly to the Director or his designee in writing any violations or potential violations known to Coach of Governing Athletic Rules or University Rules including, but not limited to, those by Coach, the assistant coaches, students or other persons under the direct control or supervision of Coach, as determined by USU; or

u) Failure by Coach to obtain prior approval for outside activities as required by Section 5.6 of this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA and/or University Rules, as determined by USU; or

v) Commission of or participation by Coach of any act, situation, or occurrence or any conduct which, in USU's judgment, brings or may bring Coach and/or USU into public disrepute, embarrassment, contempt, scandal, or ridicule or which constitutes a substantial failure to perform in good faith the duties required of Coach as set forth in this Agreement or failure by Coach to conform Coach's personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon USU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not warrant arrest by the relevant authorities.

Notwithstanding the foregoing, USU acknowledges and agrees that it is not its intent to terminate this Agreement for cause for minor or technical violations of its terms that are non-repetitive and/or curable and that do not damage USU or entail the risk of material penalties.

6.2. Notice. If USU terminates this Agreement *for cause*, it shall give written notice to Coach of its intention to so terminate this Agreement. Termination shall be effective upon Coach's receipt of the notice.

6.3. Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated *for cause*, Coach shall NOT be entitled to receive any further compensation or benefits under this Agreement which have not been earned as of the date of termination. In no case shall USU be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income, or consequential damages suffered by Coach as a result of USU's termination of Coach's employment. In the event this Agreement is terminated by USU for cause, Coach shall repay to USU all bonuses and supplemental compensation received by Coach for the achievement of any specified milestone, objective or exceptional achievement set forth in Section 4.2, if such achievement is subsequently vacated by USU or the NCAA, if such vacation is due, in whole or in part, to the wrongful actions of Coach, as determined by USU or the NCAA. Coach is not deemed to have earned bonuses and supplemental compensation which Coach must repay to USU.

6.4. NCAA Considerations. The Parties recognize that this sub-section encompasses findings or determinations of violations during employment of Coach at USU or any other institution of higher learning. As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions USU may take in accordance with this Agreement, Coach is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if Coach is found by the NCAA or USU to be in violation of NCAA Bylaws. Coach agrees that USU shall be entitled to implement any such disciplinary or corrective actions imposed by the NCAA. Coach agrees that USU shall implement any such disciplinary or corrective actions imposed by the NCAA.

## **7. Termination for Convenience**

7.1. Termination by USU. Subject to the terms of this Agreement, USU may terminate this Agreement for convenience (also commonly referred to as a without cause basis). In the event USU terminates this Agreement for convenience during the Term, including any extension thereof, USU will be responsible to pay liquidated damages in the amount of seventy-five percent (75%) of the "*Cumulative Remaining Salary*" which is the prorated amount of the total of the Base Annual Salary and Media Compensation remaining in the Term that would have



been due to Coach, had the Agreement not been terminated. The Cumulative Remaining Salary specifically excludes all other forms of compensation, including, but not limited to, the value of any USU benefits (health, retirement, life insurance, etc.), vehicle access, unachieved incentive compensation, youth sports camps, etc., except compensation and benefits of any kind (including reimbursements) that were earned, due, vested or accrued prior to the effective date of termination. If USU terminates this Agreement for convenience, USU will not be obligated to pay any other amounts, benefits, or damages to Coach other than the liquidated damages set forth in this Section 7.1. Coach agrees that such liquidated damages shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement. Termination under this section shall be effective upon Coach's receipt of written notice from either the Director or USU's President. Such notice may be delivered by mail or email.

7.2. Termination by Coach. Subject to the terms of this Agreement, Coach may terminate this Agreement for convenience (also commonly referred to as a without cause basis). In the event Coach terminates this Agreement for convenience prior to or on **March 31, 2025**, Coach will be responsible to pay, or cause a third party to pay, liquidated damages in the amount of seventy-five percent (75%) of the Cumulative Remaining Salary, as defined in Section 7.1. In the event Coach terminates this Agreement for convenience on or after **April 1, 2025**, Coach will be responsible to pay, or cause a third party to pay, liquidated damages in the amount of fifty percent (50%) of the Cumulative Remaining Salary, as defined in Section 7.1. If Coach terminates this Agreement for convenience, then (a) USU will not be obligated to pay any amounts, benefits, or damages to Coach other than Base Annual Salary, Incentive Compensation and/or benefits earned, due, vested or accrued PRIOR to the date of termination under this section; and (b) Coach shall not be entitled to receive any further compensation or benefits under this Agreement which have not been earned as of the date of termination. Termination under this section, unless otherwise agreed to by the Parties in writing, shall be effective upon the earlier of (i) the date of USU's receipt (via the Director or USU's President) of written notice (by mail or email) from Coach or Coach's agent or verbal notice from Coach or Coach's agent with written confirmation of receipt of such verbal notice from Director or USU's President; or (ii) the date of any public announcement of Coach accepting a new full-time position with any third party made by Coach, Coach's agent, or a bona fide new employer of Coach from an official or office with authority to represent the new employer (e.g., University President or Director of Athletics).

7.3. Re-Employment. If USU terminates the Agreement for convenience, then Coach agrees to take reasonable steps in good faith to seek re-employment as a head or assistant coach with compensation in keeping with fair market compensation rates. USU will be entitled to offset its liquidated damage obligation on a dollar-for-dollar basis by any employment compensation received by Coach after the termination of this Agreement, whether from athletic-related or non-athletic related sources during the otherwise unexpired Term. Under such a circumstance, Coach agrees to immediately inform USU in writing of any re-employment. If Coach fails to take reasonable steps in good faith to seek re-employment or seek compensation in keeping with fair market compensation rates, then USU may, at its discretion, withhold liquidated damages on a pro rata basis for any period of time where Coach is deemed to not be seeking re-employment in good faith. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

7.4. Payment Schedule. If USU terminates the Agreement for convenience, then the liquidated damages set forth in Section 7.1 and qualified by the terms of re-employment set forth in Section 7.3 shall be paid to Coach in substantially equal monthly installments for a period of time equal to any remaining Term, had the Agreement not been terminated. If USU reasonably determines that some or all of the payments to Coach are taxable income to Coach before their scheduled payment dates, USU shall withhold and pay over all taxes required to be withheld, or shall pay the Applicable Portion of the liquidated damages to Coach within sixty (60) days following the later of the effective date of termination or the earliest date on which such amounts are taxable. The remaining portion of the liquidated damages shall be payable according to the schedule set forth in this Section 7.4. "Applicable Portion" shall mean the amount of liquidated damages that USU determines is necessary to satisfy all required state, federal, and local income and employment tax withholding on the portion of the liquidated damages that is taxable before the scheduled payment dates pursuant to Section 457(f) of the Internal Revenue Code.

If Coach terminates the Agreement for convenience, then the liquidated damages set forth in Section 7.2 shall be paid to USU in substantially equal monthly installments for a period of time equal to any remaining Term had the Agreement not been terminated.

7.5. Release. If Coach is terminated by USU for convenience, then the Coach agrees that any payment obligation by USU shall be conditioned on Coach executing a comprehensive release in the form determined from time to time by USU in its sole discretion. Generally, the release will require the Coach, on behalf of his successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge USU and its trustees, officers, employees, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to Coach's employment with USU, other than any claim that USU has breached this Agreement. This release will include, but not be limited to, any claim that USU violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge, including in violation of public policy; claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal, state or local law relating to any matter contemplated by Coach. Coach understands and agrees that if the Coach fails to execute the release, Coach thereby agrees to forego any payment from USU. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with USU and knowingly agrees that the payments upon termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release. For purposes of this section, any reference to Coach's "termination of employment" (or any form thereof) shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h). The Parties' obligations in this section shall survive expiration or termination of this Agreement.

## **8. Termination due to Disability or Death**

8.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach (1) becomes totally or permanently disabled as defined by the USU's disability insurance plan; (2) becomes, in the sole judgment of the University based upon the written opinion of a licensed medical professional competent to provide such an opinion, unable to perform the essential functions of the position of Coach for a period of at least ninety (90) days; or (3) dies.

8.2 If this Agreement is terminated pursuant to the terms and conditions in Section 8.1, all compensation and other benefits shall terminate as of the last day worked, except that Coach shall be entitled to receive any earned but unpaid Base Annual Salary as set forth in Section 4.1 and Incentive Compensation as set forth in Section 4.2 or any disability related benefits to which Coach is entitled by virtue of his employment with USU. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

8.3 If this Agreement is terminated because of Coach's death, Coach's compensation and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all earned but unpaid Base Annual Salary as set forth in Section 4.1, Incentive Compensation as set forth in Section 4.2 and/or Media Compensation as set forth in Section 4.3, and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by USU and due to Coach's estate or beneficiaries thereunder. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

8.4 Nothing in this Agreement shall be deemed to be a waiver by Coach of any rights under the Americans with Disabilities Act or any subsequent amendment.

## **9. Effect of Termination and Additional Termination Provisions**

9.1. Records and Information. Upon termination of this Agreement, whether for cause or for convenience, Coach agrees that all materials or articles of information, including, without limitation, personnel records, recruiting records, Team and Program information, films, statistics or any other material or data, furnished to Coach by USU or developed by Coach on behalf of USU or at USU's direction or for USU's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of USU. Within seventy-two (72) hours of the expiration of the Term or its earlier termination as provided herein, Coach shall immediately cause any such materials in Coach's possession or control, including, but not limited to, all keys, credit cards, telephones, and computers (including all other technological devices) to be delivered to USU. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

9.2. Interference with Athletes and Obstruction. In the event of termination, whether for cause or for convenience, Coach agrees that Coach will not interfere with USU's student-athletes or otherwise obstruct USU's ability to transact business. If Coach violates this provision, Coach will not be entitled to any post-termination benefits and will be required to return any that have been disbursed. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

## **10. Waiver**

10.1. In Writing. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default

in the performance of this Agreement shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

10.2. Waiver and Limitations. The financial consequences of termination of this Agreement or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause or suspension effected in accordance with the procedures established in this Agreement, neither Coach nor USU shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, Board of Trustees, directors, agents, employees, successors, heirs and personal representatives, for consequential damages allegedly sustained by reason of any alleged loss of business opportunity, loss of perquisites, loss of speaking event income, camp income or other outside income, or expectation income, or damages allegedly sustained by reason of alleged humiliation, emotional distress, defamation or loss of consortium resulting from the fact of termination, the public announcement thereof or the release by USU or Coach of information or documents which are required to be released by law. Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, or suspension hereunder, Coach shall have no right to occupy the position of head coach and that Coach's sole remedies are provided herein and shall not extend to injunctive relief. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

## 11. Miscellaneous

11.1. Choice of Law and Venue. The Agreement and any dispute associated therewith that arises after expiration or termination of this Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

11.2. Non-Discrimination. USU is committed to a learning and working environment free from discrimination, including harassment. For USU's nondiscrimination notice, see <https://equity.usu.edu/non-discrimination>.

11.3. Tax Advice. USU will not provide tax advice to Coach regarding the tax effects of this Agreement. USU encourages Coach to consult with independent tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A and Section 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated, and construed consistent with this intent.

11.4. Attorneys' Fees and Costs. If Coach breaches any terms of this Agreement, to the extent authorized by Utah law, then Coach will be responsible for payment of all reasonable attorneys' fees and costs that USU incurred in the course of enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

11.5. Government Records and Management Act. Coach acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within



USU's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Coach believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

11.6. Notice. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing, unless otherwise set forth herein, and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; (b) on the date of attempted delivery if delivered by courier, express mail service, or first-class mail, registered or certified; or (c) on the date of delivery if delivered through electronic means, such as email. Such notice shall be sent or delivered to the address listed in the opening clause of this Agreement, if to USU, or to the last home address or email address listed in USU's record system, if to the Coach.

11.7. Assignment. Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without the other Party's prior written approval.

11.8. No Third-Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

11.9. Review and Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Both Parties have participated in the negotiation of this Agreement. The Parties agree that each has had an opportunity to retain an attorney or other professional advisors to review the terms and conditions of this Agreement. No provision herein shall be interpreted against the interests of one Party solely because such provision was drafted by such Party or by the attorney/advisors for such Party.

11.10. Amendment. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

11.11. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, including the Prior Agreement, between the Parties relating to the subject matter thereof.

11.12. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, then such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

11.13. Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. Both Parties agree that an electronic signature of a Party, whether digital or encrypted, included in this



Agreement is intended to authenticate this written agreement and to have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed personally or on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

By: DocuSigned by:  
Gerold L. Bovee  
Gerold L. Bovee  
Interim Vice President and Director of  
Athletics  
Date: 8/10/2023

By: DocuSigned by:  
David T. Cowley  
David T. Cowley  
Vice President of Finance and  
Administrative Services  
Date: 8/14/2023

WILLIAM DANIEL SPRINKLE

By: DocuSigned by:  
William Daniel Sprinkle  
William Daniel Sprinkle  
Date: 8/8/2023