



AMENDMENT NO. 2 TO THE HEAD COACH EMPLOYMENT AGREEMENT

Pursuant to Section 10.9 of the March 25, 2018 Head Coach Employment Agreement, which was amended by the April 1, 2019 Amendment No. 1 to the Head Coach Employment Agreement (together, the “Agreement”) by and between Utah State University and Craig Smith, and in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend, as of December 21, 2020 (“Effective Second Amendment Date”), the Agreement as follows:

A. Replace Section 3.1 with the following amended Section 3.1:

3.1 Term. This Agreement is for a fixed term appointment commencing on March 25, 2018 and automatically terminating, without further notice to Coach, on March 31, 2026 (“Term”). Individual contract years may be referred to in this Agreement and shall have the following meaning:

Contract Year	Dates
Year 1	March 25, 2018 – March 31, 2019
Year 2	April 1, 2019 – March 31, 2020
Year 3	April 1, 2020 – March 31, 2021
Year 4	April 1, 2021 – March 31, 2022
Year 5	April 1, 2022 – March 31, 2023
Year 6	April 1, 2023 – March 31, 2024
Year 7	April 1, 2024 – March 31, 2025
Year 8	April 1, 2025 – March 31, 2026

In the event Team is selected to participate in the NCAA Tournament, the Term of this Agreement shall be extended by one additional contract year, which shall be added after the final year of the then current Term of the Agreement and run from April 1 to March 31.

B. Replace Section 4.3 with the following amended Section 4.3:

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(s), 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 and will, whether or not these proceeds materialize, guarantee payment of additional compensation (“Media Compensation”) to Coach according to the following schedule:

Contract Year	Media Compensation
Year 1	\$100,000
Year 2	\$200,000
Year 3	\$225,000

Year 4	\$250,000
Year 5	\$275,000
Year 6	\$300,000
Year 7	\$325,000
Year 8	\$350,000

The Media Compensation will be “earned” on a daily basis and payable thirty (30) days after each calendar quarter in substantially equal installments by March 31, June 30, September 30, and December 31, respectively. Coach will be responsible for all federal, state, and local tax obligations associated with Media Compensation. See Section 5.7 for more information on the contracts and Coach’s duties associated with the Media Compensation.

In the event this Agreement is extended pursuant to Section 3.1 of this Agreement, the Media Compensation paid to Coach under this Agreement shall be increased by \$25,000 at the commencement of the additional contract year and paid subject to this Section 4.3.

C. Replace Section 5.12 with the following amended Section 5.12:

5.12 Assistant Coaches. 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, with the final hiring decision to be made mutually by the Coach and the Director; provided that, when necessary or appropriate, such hirings be subject to the approval of USU’s Board of Trustees. Subject to final approval of the Director, the Coach may terminate Team assistant coaches or make other employment sanction decisions regarding any Team assistant coach. For contract year 1, the USU Athletic Department will (i) allocate a salary pool of five hundred sixty-five thousand dollars (\$565,000) to the basketball program to fund assistant basketball coach positions and other basketball operations and administrative positions, and (ii) reserve an incentive compensation pool of up to forty-seven thousand and eighty-three dollars (\$47,083) for assistant coach incentive compensation associated with the Team being granted an at-large NCAA Tournament Bid. For contract year 2 and thereafter throughout the Term, the USU Athletic Department will (i) allocate an annual salary pool of six hundred forty-five thousand dollars (\$645,000) to the basketball program to fund assistant basketball coach positions and other basketball operations and administrative positions, and (ii) reserve an incentive compensation pool of up to fifty-three thousand and seven hundred fifty dollars (\$53,750) for assistant coach incentive compensation associated with the Team being granted an at-large NCAA Tournament Bid.

D. Replace Section 7.1 with the following amended Section 7.1:

7.1 Liquidated Damages. Subject to the terms of this Agreement, either USU or Coach 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(s) thereof, USU will be responsible to pay liquidated damages in the amount of



seventy-five percent (75%) of the pro-rated amount of the Total Base Compensation for all years remaining in the otherwise unexpired Term, had the Agreement not been terminated, as set forth below:

Contract Year	Total Base Compensation
Year 1	\$650,000
Year 2	\$750,000
Year 3	\$775,000
Year 4	\$800,000
Year 5	\$825,000
Year 6	\$850,000
Year 7	\$875,000
Year 8	\$900,000

The “Total Base Compensation” is the Base Salary plus the Media Compensation as set forth in this Agreement and 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. If Coach is terminated by USU for convenience or for any other reason, including for cause, or in the event Coach terminates this Agreement for convenience, then, in addition to any liquidated damages due and payable hereunder, and except for paying Coach any earned but theretofore unpaid base salary and media compensation, as well as any unreimbursed business expenses and achieved incentives, USU will not be obligated to pay any other amounts, benefits, or damages to Coach. 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.

In the event Coach terminates this Agreement for convenience during the Term, including any extension thereof, Coach will be responsible to pay liquidated damages in the amount of twenty-five percent (25%) of the pro-rated amount of the Total Base Compensation for all years remaining in the otherwise unexpired Term, had the Agreement not been terminated, as set forth below:

Contract Year	Total Base Compensation
Year 1	\$650,000
Year 2	\$750,000
Year 3	\$775,000
Year 4	\$800,000
Year 5	\$825,000
Year 6	\$850,000
Year 7	\$875,000
Year 8	\$900,000



Unless otherwise designated herein, all other terms of the Agreement remain in effect and unchanged. For the avoidance of doubt, any capitalized terms contained herein and not defined shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS THEREOF the Parties have caused this Amendment No. 2 to be duly executed on their behalf by a duly authorized representative as of the Effective Second Amendment Date set forth above.

UTAH STATE UNIVERSITY

By: 

John Hartwell

Vice President and Director of Athletics

Date: 12/21/2020

By: 

David T. Cowley

Vice President of Business and Finance

Date: 12/22/2020

CRAIG SMITH

By: 

Date: 12/21/2020