



Atlantic Coast Conference
NON-CONFERENCE MEN'S BASKETBALL CONTRACT

THIS AGREEMENT made and entered into this 20th day of May 2021 by and between Clemson University, hereinafter designated as the HOME TEAM, and Miami University (Ohio), hereinafter designated the VISITING TEAM.

DATE	PLACE	TIME	Varsity
<u>12-14-21</u>	<u>Clemson, SC</u>	<u>7:00 PM</u>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>

- The eligibility of all players to participate in said game shall be determined by the rules and regulations of the ATLANTIC COAST CONFERENCE and of Mid American CONFERENCE; each team subscribing to the rules and regulations of its own Conference or Institution, if non-affiliated.
- The HOME TEAM agrees to furnish the VISITING 75 complimentary tickets. (If possible, these seats are to be placed behind the visiting team bench.)
- The VISITING TEAM Official Party shall consist of a maximum of twenty-three (23) persons. The HOME TEAM will furnish eighteen (18) chairs for players, coaches, trainer, and doctor during game.
- Officials shall be appointed by the ATLANTIC COAST CONFERENCE.
- The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: the HOME TEAM shall retain the revenue from, and full control of, radio rights, but with the understanding that the VISITING TEAM shall have one outlet free of charge and the revenue derived therefrom.
- Telecast: Telecast Rights (as defined herein) for the basketball games contracted for in this Agreement are granted to the Conference of the HOME TEAM (or if the HOME TEAM is not a member of a Conference, then to the HOME TEAM), provided that if the Atlantic Coast Conference team is the VISITING TEAM for a game and such game will be played at a neutral site, the grant of Telecast Rights for such game is subject to the prior written approval of the Atlantic Coast Conference. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcasts (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DVD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. A division of the Telecast Rights fees between the HOME TEAM and the VISITING TEAM will be determined prior to the Telecast of any neutral site basketball game as contracted for in this Agreement. In addition, in connection with any Telecast of any such game, all rules, regulations and relevant contractual obligations of the Conferences to which the parties may belong which are applicable to the Telecast of basketball games must be complied with, and the relevant rules and regulations of the NCAA must also be complied with.
- Additional agreements: (Cancellation penalty, etc.)

Clemson University agrees to pay Miami University (Ohio) \$85,000.

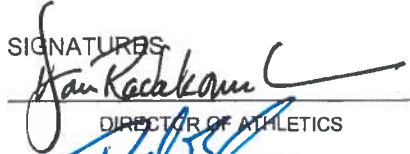
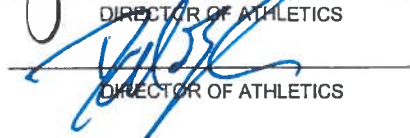
Public Health and Safety.

The parties enter into this agreement with the mutual expectation that the above referenced game will be played without any limitations on seating or crowd density due to public health and safety concerns and with the mutual expectation that both parties will be able to field the full number of players permitted for its game roster. Despite this expectation, that parties are aware that measures to protect public health and safety during the COVID19 pandemic, including but not limited to quarantine, isolation, or social distancing, may limit the ability of the host institution to fill its seating capacity or the ability of either party to compete with a full game roster.

Both parties agree to revisit any potential pandemic-related attendance ramifications no later than October 1st, 2021 to determine if a good-faith negotiatin is needed on terms of this contract. This will be confirmed in writing as to what, if any, changes might be requested and then mutually agreed upon.

If the aforementioned public health and safety measures limit the host institution's ability to compete with a full game roster, then the parties may agree to reschedule the game. If after a reasonable time under the circumstances, the parties are unable to find a mutually agreeable alternative date to host this game, then this agreement shall be null and void.

SIGNATURES

 _____ DIRECTOR OF ATHLETICS	Clemson University _____ HOME INSTITUTION	_____ DATE
 _____ DIRECTOR OF ATHLETICS	Miami University _____ VISITING INSTITUTION	5/24/21 _____ DATE

Federal I.D. Number: _____
Updated 5/21/20