



# MARSHALL UNIVERSITY

## MEN'S BASKETBALL CONTEST AGREEMENT

**THIS AGREEMENT** is entered into as of April 6, 2023, between Marshall University (MU) and Miami University ("Visiting Team").

**WHEREAS** MU and the Visiting Team desire to provide for the participation between the parties' varsity men's basketball teams in a game of basketball.

**NOW, THEREFORE**, in consideration of the foregoing, MU and the Visiting Team agree as follows:

1. The varsity men's basketball teams representing MU and the Visiting Team shall participate in a game of basketball at the following time and place:

**Date**

**Time**

**Location**

**Saturday, December 2, 2023**

**@ 7:00pm**

**Huntington, WV**

*The parties agree that the game start times are subject to change to accommodate live broadcasting opportunities. Any change in the date of the game shall require the consent of the visiting team, which consent shall not be unreasonably withheld or delayed. All revenue derived from radio, television, and Internet broadcasts shall be retained by the team owning the broadcast rights.*

2. The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, Sun Belt Conference, the Visiting Team's Conference and the institutional rules of MU and the Visiting Team. In the event of any conflict in such rules or regulations: (a) if teams are members of the same conference, the Conference rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
3. Miami University is completing their obligation to play a home and home series with MU which will conclude the series.
4. Unless mutually agreed to the contrary in the "Special Arrangements" section below, contest officials, who shall oversee officiating the basketball game, will be selected, and all expenses paid by MU or its athletic conference.
5. MU will provide the Visiting Team with fifty (50) complimentary tickets with the option of purchasing additional tickets from MU.
6. MU will furnish nineteen (19) chairs for the Visiting Team's players, coaches, trainers and doctors during the game.
7. Unless mutually agreed to the contrary in the "Special Arrangements" section below, the Visiting Team shall make all its own travel arrangements and pay all associated expenses.
8. MU shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of MU.
9. All aspects of event management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, etc., is the responsibility of MU.
10. MU shall have a medical doctor and an ambulance at the game site throughout the period of the basketball game.
11. **Special Arrangements.**

12. The parties agree that all television and Internet broadcast rights, both live and rebroadcasts, are the exclusive property of the home team and the home team's conference, where applicable. The home team's television right holder(s) will have the exclusive first right to select the game for distribution through all television media, including digital distribution. If the television broadcast is not aired in the visiting team's DMA, the home team will make best efforts to facilitate an agreement between the home team's television rights holder and the away team to allow the game to be televised, at a minimum, in the visiting team's DMA, at the expense of the visiting team. In the case of the participating SBC team serving as the home team, and the SBC television rights holders pass on the game, the rights to this game will revert to the SBC participating institution. Internet rights will remain with the home team.
13. The visiting team shall have the right to produce (or to have its officially designated station or affiliated radio network produce) a radio broadcast of the games and distribute it via terrestrial broadcast, the Internet, and satellite radio, and to retain any revenue from that broadcast. The home team will provide the visiting team with necessary hook-ups and facilities free of charge to produce the radio broadcasts, however, the visiting team shall be responsible for all applicable incidental costs (i.e., telephone line charges, special electrical set-up, engineering, etc.). The home team shall not be required to make any alteration to existing facilities for purposes of this agreement. All other radio broadcast rights are the property of the home team.
14. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and MU agrees to provide reasonable facilities for such cameras as may be required.
15. Each party shall have the right to produce films and/or videotapes of the games for use in a coach's show or locally originated delayed television broadcast subject to compliance with rules governing delayed television broadcast established by the NCAA or other agencies of which either or both institutions are members. Each party may retain all the income that it may receive from such opportunities.
16. If it becomes impossible to play the basketball game for reasons of power failure, strikes, severe weather conditions, riots, terrorism, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by either MU or the Visiting Team, the basketball game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games covered by this Agreement.
17. If either basketball team for any reason other than those stated in paragraph 16 above, fails to appear at the time and place scheduled herein for the basketball game, and if no contest with a team of similar stature is scheduled by MU to replace the one cancelled because of the Visiting Team's breach, then the Visiting Team shall be deemed to have breached the Agreement and shall pay MU:
  - (a) Expenses incurred by MU, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
  - (b) A liquidated sum of \$100,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for MU's loss of revenue and shall not be viewed as a penalty. Payment must be made by the Visiting Team to MU no later than six (6) months following the scheduled date of the basketball game.
18. Each party shall be solely responsible for the payment of any assessments due to its conference or any other governing body.
19. The Visiting Team recognizes that MU has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into MU's basketball arena. The Visiting Team agrees to consult with MU before the basketball game to ensure that the Visiting Team does not bring products or items (excluding team apparel and shoes) into MU's basketball arena that violate MU's corporate sponsor agreements. If the Visiting Team brings products or items into MU's basketball arena that violate MU's corporate sponsor agreements, then MU shall provide acceptable items or products (including, but not limited to, water coolers, cups and towels).

20. Any notice required under this Agreement to be given by either MU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following address:

If to MU:

Debra Boughton  
Executive Associate Athletic Director  
Marshall University Department of Athletics  
P. O. Box 1360  
Huntington, WV 25215

If to the Visiting Team:

Miami University  
230 Millett Hall  
Oxford, OH 45056

21. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
22. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any than existing or subsequent breach.
23. This agreement is the whole Agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of MU or the Visiting Team.
24. The persons executing this Agreement on behalf of their respective institutions warrant that they are authorized to do so.
25. This Agreement shall be construed in accordance with and governed by the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first written.

Marshall University

Miami University

RECOMMENDED BY:

BY:



Christian Spears  
Director of Athletics

4/6/23  
Date

Title:

4/18/23  
Date