



CONTRACT

This Agreement, made this 7th day of March, 2023, between Russ Potts Productions, Inc., a corporation under the laws of the Commonwealth of Virginia (hereinafter "RPPI"), and Miami University (hereinafter "Miami Ohio").

WHEREAS, RPPI, the organizer of the 2023-24 Men's Basketball exempt Multiple Team Event ("Event") has selected Miami Ohio as a host participant in the Event to be held on dates mutually agreeable to Miami Ohio, RPPI and any participant for the Event during the 2023-24 NCAA Men's Basketball season. The name of the Event is to-be-determined ("TBD"), and may accommodate entitlement sponsorship(s) or other naming preferences, at the discretion of RPPI.

1. Miami Ohio shall play a total of two (2) home games in conjunction with this agreement. The NCAA qualifying exempt Event will have a non-bracketed tournament structure, and include two (2) home games.
2. Once game dates are mutually agreed upon by the parties and confirmed with the opponents, such dates may only be adjusted upon mutual agreement of Miami Ohio, RPPI and any contracted participant opponent teams impacted by such date change. The time of games played at Miami Ohio shall be determined by Miami Ohio with input by RPPI to ensure viability and facilitate the scheduling needs of all opposing teams.
3. Miami Ohio shall pay an Event hosting fee of One Hundred Thirty Thousand Dollars (\$130,000) to RPPI for the organization of this package of games. Miami Ohio will receive a total of two (2) home games. Unless otherwise determined by RPPI, on the date between Miami Ohio's home games, the visiting teams will play a neutral game between one-another at Miami Ohio. Miami Ohio shall have approval over the teams and dates it plays at home as part of this agreement. RPPI shall pay financial guarantees and considerations to opponents and will handle all negotiations with participating teams.
4. Miami Ohio shall be responsible for all costs and services provided to host a standard home college basketball game as it pertains to all games played at Miami Ohio, including hosting neutral games if applicable, as part of this agreement including, but not limited to the following:
 - a. Provide adequate liability insurance coverage for all risks normally associated with hosting a college basketball game.
 - b. Provide locker room facilities for participating teams and game officials.

- c. Costs associated with game officials, including replay, for games played at Miami Ohio as part of this agreement. Miami Ohio shall be responsible for coordination and assignment of game officials and shall provide RPPI with written confirmation of game official assignments seven days prior to each game as part of this Event.
5. Miami Ohio shall retain all revenues from ticket sales, food & beverage, parking, existing sponsorships and merchandise. Miami Ohio shall be responsible for any associated tax, including but not limited to sales tax. RPPI shall reserve the right to secure and retain Event-specific entitlement sponsorship(s), in conjunction with Miami Ohio's marketing rights partner.
6. RPPI shall provide twenty (20) tournament gifts to Miami Ohio along with gifts to each participating team in the Event, and will assume the expense of these gifts.
7. An All-Tournament Team and Tournament MVP shall be selected and receive awards at the conclusion of the Event. Award recipients shall be selected by the media, where applicable. RPPI will assume the expense of these awards.
8. Miami Ohio shall provide fifty (50) complimentary tickets to each participating opponent team for the games played at Miami Ohio. The Miami Ohio ticketing office shall work directly with each participating school regarding ticket allocation and seating location. Miami Ohio shall provide RPPI with up to twenty-five (25) complimentary tickets per game to be used by RPPI and any Event entitlement sponsor, shall one or more be secured.
9. RPPI shall have a limited license to use Miami Ohio approved marks, logos, pictures and other content related to the promotion of the Event.
10. Miami Ohio and the Mid-American Conference ("MAC") shall be the television rights holder for all games played at Miami Ohio as part of this Event. Radio broadcast rights for Miami Ohio home games will be retained by Miami Ohio and the visiting teams. Visiting teams shall be given an outlet for radio broadcast rights in their home market.
11. Miami Ohio's Sports Information Office (or equivalent office) will administer press row duties for the Event games and issue all credentials for games at Miami Ohio. RPPI shall be provided with up to eight (8) All-Access (or equivalent) credentials for the Event.
12. The regular season program, printed at Miami Ohio's expense, shall be used for this Event. Typical advertising revenues and program sales revenue shall be retained by Miami Ohio. If RPPI retains entitlement sponsor(s), Miami Ohio agrees to include sponsor logo on the program cover and provide up to two (2) full color pages for advertisement at no cost. If Miami Ohio does not produce a game program, RPPI and Miami Ohio shall mutually agree on inclusion on roster cards, digital programs, or other suitable replacements to a traditional game program.

13. RPPI shall use best efforts to complete the tournament field in a timely manner. If necessary, should currently planned teams and dates need to change, Miami Ohio's approval over teams and dates shall not be unreasonably withheld. Understanding the foregoing, Miami Ohio and RPPI each have the right to nullify this agreement if the tournament field has not been completed and all participants contracted by August 31, 2023. If this agreement is nullified under this provision, Miami Ohio and RPPI shall not be due any damages, financial or otherwise, from the other party. If Miami Ohio terminates this agreement for any reason other than a force majeure occurrence as described in item 15, Miami Ohio shall make a termination payment to RPPI in the amount of One Hundred Thirty Thousand Dollars (\$130,000) which shall be due within ten (10) days upon termination.
14. Financial settlement for this Event shall be from Miami Ohio to RPPI within thirty (30) days of the last game played as part of this agreement and made payable to Russ Potts Productions, Inc. 117 E. Piccadilly Street, Ste. 100C, Winchester, VA 22601.
15. Force Majeure. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then such non-performance shall be excused and not be treated as a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an act of God, inevitable accident, fire, act of public enemy, terror, or war, governmental act, epidemic, pandemic, or other reason beyond the control of the parties that is generally regarded as Force Majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation, which is outstanding at the time of occurrence. A non-performing party under this Section shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.
16. On-going COVID-19 Notice. As the parties are aware, the on-going COVID-19 virus with its evolving variants remains in occurrence at the time of the issuance of this contract, and may well still affect the scheduling of games, cancellations, substitution of teams, dates, and other related impacts throughout the course of scheduling for this upcoming 2023-24 season and the actual staging of the games. Because of this, RPPI shall make best efforts to ensure the agreement is fulfilled as outlined, and games are staged as planned, but should RPPI run into various issues or contractual conditions that could impact Miami Ohio's planned games or financial parameters, RPPI will communicate with Miami Ohio in a timely manner and suggest remedies/resolutions for the parties of this agreement and for the parties/teams with games directly or indirectly related to Miami Ohio's package/Event games. Should the opponent(s) fulfill their obligation to play any applicable game(s), even if dates are changed, the guarantee amount paid by Miami Ohio to RPPI cannot be reduced. RPPI shall require the parties of this agreement, and the parties of any related game agreements, to act "in good faith" with the goal of fulfilling contracts and staging games, and acting in good faith, any changes related to on-going COVID-19 would be considered a Force Majeure Event, if necessary. RPPI will be providing this same or similar "On-going COVID-19 Notice" language to all teams with games related to

Miami Ohio's package/Event with the goal of mutual cooperation between RPPI and the various teams to efficiently find a reasonable resolution to any situation that may arise.

17. Modification. Except as otherwise set forth in this Agreement, this Agreement may be modified or amended only by a written instrument properly executed by the parties.
18. Severability. If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.
19. Assignment. This Agreement is specific to Miami Ohio and it may not assign or delegate any of its rights or obligations hereunder. RPPI shall have the right, upon notice to Miami Ohio, to assign any of its rights or obligations hereunder to any parent, subsidiary, affiliate, and/or successor of RPPI, provided the new party accepts and assumes all related terms, conditions and obligations of this Agreement.
20. Notice. Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, a nationally recognized courier with tracking ability, or by email, to the address/email below, or to such other address as such party direct by providing written notice to the other party.

To Miami Ohio:

To RPPI:

Russ Potts Productions, Inc.
Attn. Zach Franz
117 E. Piccadilly Street, Ste. 100C
Winchester, VA 22601
zachfranz@rppi.net

Accepted by:



Miami University

Date: 05/03/2023



Russ Potts Productions, Inc.

Date: 5/05/23