



MEN'S BASKETBALL CONTRACT

THIS AGREEMENT is entered into on March 27, 2023 between The Ohio State University ("OSU") and Miami University ("Visiting Team").

WHEREAS, OSU 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, OSU and the Visiting Team agree as follows:

1. The varsity men's basketball teams representing OSU and the Visiting Team shall participate in a game of basketball at OSU, Jerome Schottenstein Center, Columbus, Ohio on Monday or Tuesday, December 05 or December 06, 2023 at TBD, in conjunction with an agreement with the Big Ten Conference concerning the broadcast of the basketball game.
2. The basketball game, including the eligibility of the participating players, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the Big Ten Conference, the Visiting Team's Conference and the institutional rules of OSU and the Visiting Team.
3. OSU agrees to pay the Visiting Team \$90,000 for participation in the game no later than six (6) months following the game. OSU may also agree to provide lodging, transportation as outlined in the attached Exhibit A. Notwithstanding the foregoing, in the event of a public health emergency, including conditions related to COVID-19 or a similar epidemic or pandemic, which impacts fan attendance in the venue, the parties agree to work in good faith to reduce the guarantee payment outlined in this Section. Any reduction will be codified in a written amendment signed by both parties.
4. The officials which shall be in charge of officiating the basketball game shall be appointed by the Big Ten Conference and their expenses shall be paid by Big Ten Conference.
5. OSU will provide Visiting Team with 250 complimentary tickets.
6. Upon approval of OSU, which will not be unreasonably withheld, a maximum of twelve (12) of the Visiting Team's cheerleaders who are dressed in uniforms shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of OSU. The chaperone for the Visiting Team's cheerleaders, however, must have a ticket to the basketball game.
7. The Visiting Team's official party shall consist of no more than twenty-two (22) persons. OSU will furnish nineteen (19) chairs for Visiting Team's players, coaches, trainers and doctors during the game.
8. OSU 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 OSU.

9. OSU shall have a medical doctor and an ambulance at the game site throughout the period of the basketball game.
10. COVID-19 TESTING PROTOCOL. The Parties agree to comply with the NCAA COVID-19 Testing Protocol.
11. All title and interest in OSU's television rights has been legally assigned to the Big Ten Conference. The Visiting Team understands that the television rights to OSU's men's basketball games have been assigned to the Big Ten Conference, Inc. and that OSU has no television usage rights to assign, sell, license or otherwise transfer with regard to its men's basketball games. All communications and approvals necessary with regard to OSU's television rights will be provided by, or received in writing from, appropriate officials in the Big Ten Conference.
12. OSU shall control radio broadcast of the game and shall retain the revenue from all radio rights to broadcast the game. Notwithstanding the above, the Visiting Team will be provided one (1) rights-free radio outlet for the live radio broadcast of the game by the Visiting Team's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. The Visiting Team shall be responsible for ordering and paying for telephone and broadcast lines incidental to such radio broadcast. OSU shall not be required to make any alteration to existing facilities for purposes of this Agreement.
13. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and OSU agrees to provide reasonable facilities for such cameras as may be required.
14. 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 income that it may receive from such opportunities.
15. If it becomes impossible to play the basketball game for reasons of power failure, strikes, severe weather conditions, riots, war, epidemics, pandemics, including but not limited to any further conditions arising out of the ongoing COVID-19 pandemic, or other unforeseen catastrophes or disasters beyond the control of either party, including cancellations pursuant to the respective Team's Conferences, this Agreement may be terminated by either OSU 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.
16. If the Visiting Team's basketball team for any reason other than those stated in paragraph 15 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 OSU 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 to OSU:

- (1) expenses incurred by OSU, 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
 - (2) a liquidated sum of \$90,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for OSU's loss of revenue, and shall not be viewed as a penalty. Payment must be made by the Visiting Team to OSU no later than six (6) months following the scheduled date of the basketball game.
17. If OSU's basketball team for any reason other than those stated in paragraph 15 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 the Visiting Team to replace the one cancelled because of OSU's breach, then OSU shall be deemed to have breached the Agreement and shall pay to the Visiting Team:
 - (1) expenses incurred by the Visiting Team, 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
 - (2) a liquidated sum of \$90,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for the Visiting Team's loss of revenue, and shall not be viewed as a penalty. Payment must be made by OSU to the Visiting Team no later than six (6) months following the scheduled date of the basketball game.
18. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
19. The Visiting Team recognizes that OSU has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into OSU's basketball arena. The Visiting Team agrees to consult with OSU before the basketball game to ensure that the Visiting Team does not bring products or items (excluding team apparel and shoes) into OSU's basketball arena that violate OSU's corporate sponsor agreements. If the Visiting Team brings products or items into OSU's basketball arena that violate OSU's corporate sponsor agreements, then OSU shall provide to the Visiting Team 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 OSU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to OSU:

Ms. Janine Oman
Deputy Athletic Director, SWA
The Ohio State University
2400 Olentangy River Road
Columbus, OH 43210

If to the Visiting Team: David Saylor
Director of Athletics
Miami University

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 then existing or subsequent breach.
23. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.
24. 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 OSU or the Visiting Team.
25. The persons executing this Agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

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

THE OHIO STATE UNIVERSITY
BY:

DocuSigned by:
Janine Leigh Oman

Janine Oman
Deputy Athletic Director/SWA

05/01/2023

Date

Miami University
BY:

David Saylor
David Saylor
Director of Athletics

David Saylor 4/15/23

Date

EXHIBIT A

HOTEL	
OSU will pay hotel costs:	YES X NO
If yes, hotel arranged by:	
Quantity of Rooms:	
Number of Nights:	

BUS TRANSPORTATION	
OSU will pay for bus costs:	YES X NO
If yes, bus arranged by:	OSU Visiting Team

TEAM MEALS	
OSU will pay for any meals:	YES X NO

Certificate Of Completion

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Alicia Marie Schmitt

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Columbus, OH 43210

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schmitt.262@osu.edu

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Janine Leigh Oman

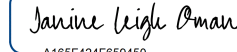
oman.7@osu.edu

Senior Deputy Director of Athletics

The Ohio State University

Security Level: Email, Account Authentication
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