



Atlantic Coast Conference
FOOTBALL COMPETITION AGREEMENT

This Football Competition Agreement (this "Agreement") is entered into this _____ day of February, 2019, by and between University of Miami, a not-for-profit corporation established and existing under the laws of the State of Florida (hereinafter HOME), and Miami University, a public university established and existing under the laws of the State of Ohio (hereinafter AWAY).

1. **PURPOSE/COMMITTED GAMES:** The purpose of this Agreement is to confirm the arrangements and conditions under which HOME and AWAY will compete in a game of intercollegiate football ("Game") to be played on the following date(s) and at the following location(s):

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>LOCATION (City)</u>	<u>GAME TIME</u>
1	9/2/23	HOME	Miami Gardens, FL	TBD

Both schools acknowledge that the date(s) and Game time(s) listed above are tentative and subject to change pending the mutual written agreement of the participating institutions. If a Game time is not specified, the Game time will be decided by HOME, but shall be no earlier than 12:00 p.m. and no later than 8:15 p.m. local time unless mutually agreed.

2. **GAME RULES / STUDENT-ATHLETE ELIGIBILITY:** The Games shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the rules of the applicable host conference (if any) in effect on the date of the Game. The eligibility of student-athletes and coaches to participate in the Game(s) shall be determined by the rules of the NCAA, applicable conference(s) (if any) and the respective institutions in effect on the date of each Game.
3. **GAME OFFICIALS:** A crew of qualified on-field officials shall be selected and compensated by the assigning agency of HOME for the Game. The replay officiating crew, operating in accordance with NCAA and College Football Officiating (CFO) standards, shall be selected and compensated by the assigning agency of HOME for the Game.
4. **GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), HOME shall pay AWAY as follows:

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>GUARANTEE AMOUNT</u>
1	9/2/23	HOME	\$1,500,000

HOME shall pay to AWAY the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. In addition to the guarantee HOME will provide AWAY \$40,000 to cover travel expenses associated with the Game. Any amount not paid by the due date shall immediately bear interest at the maximum amount as permitted by state law of the governing jurisdiction.

5. **LIQUIDATED DAMAGES:** The failure of a party to participate in the Game will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the damages incurred as a result of the breach increase significantly as the date of the Game approaches, and they further recognize and agree that these damages cannot be fully mitigated. Therefore, subject to Section 13 of this Agreement, the breaching party shall pay to the non-breaching party as liquidated damages the sum of \$1,500,000 if the breaching party cancels this Agreement or fails to play the Game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game due to breach. No liquidated damages shall be paid if it becomes impossible to play the Game by reason of a Force Majeure Event (see provision 13). The sum shall be payable on or before February 15 of the year following the Game for which the breach occurred. The parties acknowledge that the breach or cancellation of one Game in a series shall not be considered a breach or cancellation of all Games.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either team (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

6. TICKETING:

- A. HOME will establish all ticket prices.
- B. AWAY shall be allotted 2,000 complimentary tickets, with the option to request an additional 500.
- C. Unused / unsold tickets may be returned to HOME 30 days prior to the Game date.
- D. AWAY's Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform.

7. GAME MANAGEMENT:

- A. HOME shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting a intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of AWAY. HOME agrees to have a medical doctor and ambulance with emergency personnel at the Game site throughout the duration of the football Game.
- B. HOME shall retain all revenue associated with each Game unless otherwise set forth in this Agreement.
- C. AWAY shall be furnished 70 free Game programs, to be delivered to its dressing room at least one (1) hour before Game time.

8. WALK-THROUGH: If requested by AWAY, not later than 7 days prior to the Game, HOME will make its best efforts to accommodate AWAY's request to conduct a walk-through at the Game facility on the day prior to the Game. It is understood that such an opportunity is contingent upon weather and field conditions. Non-cleated shoes shall be worn.

9. SIDELINE LIMITATIONS: AWAY may use any and all product and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

10. CREDENTIALS: AWAY shall be provided 60 team bench area passes, 8 all-access passes, 12 coaches' booth passes and 6 team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints. AWAY shall use its best efforts to provide a list of all credentialed workers and personnel to HOME at least 7 days prior to the Game

11. PARKING: AWAY shall be allowed parking passes for 1 equipment truck(s), 4 buses, and 8 automobiles for use by the football program and administration.

12. MEDIA RIGHTS- TELECAST, RADIO, INTERNET:

- A. Telecast: Each of the undersigned parties understand and hereby acknowledges that HOME has entered into, or may enter into, contractual arrangements with a broadcast partner(s) for the sale of telecast rights or for a syndicated series of games for national or regional telecast. HOME shall have the exclusive right to contract for the live broadcast of the Game played pursuant to this Agreement. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual material 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 broadcast (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, DCD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. AWAY is responsible for ensuring that their affiliated conference and/or network partner (or other applicable governing entity) understands and agrees to the media terms and conditions set forth in this Agreement. HOME shall retain all telecast rights fees for the Game.

- B. Video: Each party shall have the right to produce films and/or video of the Game played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or video may not be replayed, used or otherwise distributed by AWAY to any person other than the incorporation of up to eight (8) minutes of highlights of the Game as part of a weekly coaches' show and to its coaches and players.
 - C. Radio: HOME shall retain full control of radio rights, except that AWAY shall be permitted to provide or sell a radio broadcast or broadcast rights of the Game to its own flagship station and/or normal recurring radio network. There shall be no sharing of radio revenue between schools.
 - D. Internet: HOME has the exclusive right to distribute an audio and/or video internet broadcast of the Game. Accordingly, AWAY may not distribute an audio and/or video internet broadcast of the Game without the express written permission of HOME.
 - E. Facility Access: HOME agrees to provide reasonable facilities for the origination of any of the programs described herein.
 - F. Additional Use: Any other usage by AWAY of footage of Games played pursuant to this Agreement shall be governed by a separate agreement between AWAY and the applicable affiliated conference (or governing entity) and/or broadcast partners.
13. **FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (A) acts of God; (B) flood, fire, earthquake or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (D) government order or law, or any action by governmental authority; or (E) national or regional emergency. Notice of a Force Majeure Event shall be given as soon as possible. If feasible, any Games not played as scheduled shall be rescheduled as such exigencies may dictate or permit.
14. **SEVERANCE:** If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not stricken shall remain in full force and effect and shall be binding upon the parties.
15. **INTEGRATION:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.
16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the written consent of the non-assigning party.
17. **TERMINATION:** This Agreement may be terminated without penalty by mutual written consent of both parties.
18. **RESPONSIBILITY:** To the extent permitted by applicable law, both parties agree to be liable for the acts and omission of their respective officers, employees, and agents in the performance of this Agreement. The parties agree that

nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Miami and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

19. **AUTHORITY TO SIGN:** By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the respective dates set forth.

University of Miami (HOME):

By: Blake James

Name: Blake James

Title: Athletic Director

Date: 2/15/19

Miami University (AWAY):

By: David D Creamer

Name: David K. Creamer

Title: Senior Vice President for
Finance and Business Services

Date: Miami University
2-14-19