



EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE

COMPETITION CONTRACT - ADDENDUM

This agreement entered into this July 1, 2023 by and between Eastern Kentucky University, hereinafter designated as the HOME TEAM, and Miami (OH) University hereinafter designated as the VISITING TEAM.

TERMS:

1. The parties agree to cause their respective teams to meet in the city of Richmond, KY, on December 6th, 2023 to engage in a game of Women's Basketball at TBA (Eastern Time).
2. The eligibility of all players to participate in the game shall be determined by the rules and regulations of the NCAA and the Conference, as applicable, of which each institution is a member.
3. The HOME TEAM agrees to pay the VISITING TEAM the sum of \$0 as a guarantee for playing said game.
4. The HOME TEAM shall be allowed N/A complimentary tickets and the VISITING TEAM 50 complimentary tickets.
5. Officials shall be secured by the HOME TEAM. Fees and expenses of the officials shall be paid by: Eastern Kentucky University. No split crews will be assigned.
6. The radio broadcast of the game shall be the property of both teams. The HOME TEAM controls the rights and revenue from the broadcast. The VISITING TEAM shall have an outlet free of charge and the revenue derived from their broadcast.
7. The parties agree to grant permission for the use of video footage of portions of the game for either university's television purposes (e.g., coach's shows).
8. **Force Majeure.** If it becomes impossible to play the women's basketball game for reasons of power failure, strikes, severe weather, riots, war, pandemics, epidemics or other unforeseen catastrophes or disasters beyond the control of either party or mutual consent of both parties, this Agreement may be terminated by Eastern Kentucky University or the VISITING TEAM and neither party is responsible to the other for any loss or damage.
9. Should the HOME TEAM alter the 2023-24 women's basketball season schedule in anyway as a result of the COVID-19 pandemic, the HOME TEAM shall have the right to void this contract without any penalty. The HOME TEAM shall notify the VISITING TEAM in a timely fashion once a decision has been made. The VISITING TEAM may also void this contract if it becomes impossible to play due to COVID-19.
10. If the VISITING or HOME team for any reason other than the result of a force majeure, or cancellation of contest as a result of VISITING TEAM's breach of health and safety standards, then the team that cancels the game must pay \$10,000 to the other program.

PLEASE SIGN AND RETURN VIA EMAIL TO:

Mark Howard

Executive Associate Athletics Director

Mark.howard@eku.edu



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11. **Health and Safety Standards.** The visiting team warrants that it will abide by, comply with, and meet all of health and safety protocols set forth by the ASUN, Eastern Kentucky University and the state of Kentucky. These standards are subject to be updated from time to time. The HOME TEAM shall provide the VISITING TEAM this information as they become available. Each team agrees to cover any expenses associated with testing protocols.


Additional Terms. This agreement completes the two (2) game Home & Home series for both parties.

HOME TEAM SIGNATURES

 9/11/2023
Director of Athletics Date

Additional Signature, if needed Date

VISITING TEAM SIGNATURES

 8/24/23
Director of Athletics Date

Additional Signature, if needed Date

PLEASE SIGN AND RETURN VIA EMAIL TO:
Mark Howard
Executive Associate Athletics Director
Mark.howard@eku.edu