



UNIVERSITY OF MICHIGAN
ATHLETIC DEPARTMENT
Women's Basketball Competition Agreement

THIS AGREEMENT is made and entered into as of May 15, 2023, by and between the Regents of the University of Michigan, for its Athletic Department ("Home Team"), and the Miami (Ohio) University ("Visiting Team") sets forth the terms by which the intercollegiate teams of each party shall compete against each other as detailed below.

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. COMPETITION: Women's Basketball Game

Day: Saturday

Date: December 16, 2023

Time: TBD ET

Location: Ann Arbor, MI

Guarantee: \$26,000.

Other provisions: None.

2. RULES OF THE CONTEST: Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the athletic conference to which the team belongs, and the institutional rules of each party. The officiating crew for the game will be assigned by mutual agreement of the Coordinator of Officials from each conference. The expense of the officials will be borne by the home team.

3. RADIO: The radio broadcast rights of the contest shall be under control of the University of Michigan.

4. TELEVISION BROADCAST RIGHTS: Visiting Team acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) Michigan home games and certain games played at a neutral site have been assigned by Michigan to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) Michigan has no ability to grant to Visiting Team any rights for the telecast or distribution of games played pursuant to this Agreement in which Michigan is the home team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Michigan is the home team.

5. USE OF GAME VIDEO: The Visiting Team shall have the right to produce films and/or videotapes of the games 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 videotapes may not be replayed, used or otherwise distributed by the Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its team coaches and players. Michigan agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. Any other usage by the Visiting Team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the BIG TEN and Visiting Team.

Please keep one (1) copy and return one (1) signed original to:

The University of Michigan
Attn: Sue Lesowyk, Athletic Department
1000 S State Street Ann Arbor, MI 48104
Email: lesowyks@umich.edu

6. **CANCELLATION:** The parties agree that if either party fails to appear at or unilaterally cancels the scheduled game or otherwise breaches the terms of this Agreement (collectively, "cancels"), actual damages to the other party will be difficult or impossible to calculate. Therefore, the parties agree that if either party cancels the game, the party initiating cancellation shall pay to the other party a cancellation fee of \$10,000.00 if the game is canceled more than six months prior to the date of the scheduled game and \$20,000.00 if the game is canceled within six months of the scheduled game. The Visiting Team will not be entitled to the Guarantee indicated above in the event of any such cancellation. No cancellation fee shall be paid if the parties mutually agree in writing to cancel the scheduled game or if the game is canceled pursuant to the Force Majeure provision below.

7. **COVID TESTING:** In the event that the NCAA and/or Big Ten Conference require any COVID team testing in the 2023-2024 competition year, the Visiting Team shall meet such testing requirements at its sole cost and expense prior to the game to be played under this Agreement, and shall make the results available to Michigan's medical personnel as required by the NCAA and/or Big Ten Conference rules or policies as then in effect.

8. **FORCE MAJEURE:** This Agreement may be canceled with no compensation, cancellation fee or other financial penalty to be paid to either party in the event it becomes impossible to play the scheduled game because of inclement weather; an act of God; strike, lockout, or other labor dispute; power outages, a pandemic or epidemic event, quarantine, travel restrictions imposed on either party, any decision, order, law, rule or regulation or restriction of any conference to which a party belongs or of the National Collegiate Athletic Association, or any federal, state, or municipal agency of official; or the occurrence of any other event that is beyond the reasonable control of a party. In the event that a cancellation is necessary under the terms of this paragraph, the party seeking cancellation shall promptly notify the other party and will use commercially reasonable efforts to minimize the impact of the force majeure event, if possible, on the non-canceling party.

9. **MISCELLANEOUS:** The rights or responsibilities under this Agreement cannot be assigned or transferred by either party.

Should any provision of this Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in writing signed by both parties.

IN WITNESS HEREOF, the parties have set their hands effective as of the day and year first above written.

FOR: University of Michigan

BY: 

Kim Barnes Arico, Head Coach

5/15/23

Date

FOR: Miami (Ohio) University

BY: 

Head Coach

5/23/23

Date

BY: _____

Elizabeth Heinrich
Executive Senior Associate AD and Chief Student
Development and Compliance Officer and SWA

Date

BY: 

Director of Athletics or Designee

6/5/23/23

Date

Please keep one (1) copy and return one (1) signed original to:

The University of Michigan
Attn: Sue Lesowyk, Athletic Department
1000 S State Street Ann Arbor, MI 48104
Email: lesowyks@umich.edu