



MICHIGAN STATE UNIVERSITY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
550 S. HARRISON RD
EAST LANSING, MI 48823

Michigan State University and **Miami University (Ohio)** ("Opponent") agree to the following:

Article I: The rules governing participation in events shall be those established by the faculties of the respective institutions, their conference and/or association, and the NCAA.

Article II: The above institutions agree that the contest(s) between varsity teams shall be held in accordance with the following conditions.

Men's ☐ Women's ☒ Sport BASKETBALL

Competition Day/Date(s): December 2nd or December 3rd, 2023

Time: TBD

Location: **EAST LANSING, MI 48824**

Payment Guarantee: Michigan State University will pay Opponent a **24,000.00** appearance fee upon completion of the contest(s).

Ticket Guarantee: Opponent shall receive **60** complimentary tickets.

Officials: The officials will be assigned by the **Big Ten Conference** and paid for by Michigan State University.

Article III: Special Arrangements Available

<input checked="" type="checkbox"/> Athletic Trainer	<input checked="" type="checkbox"/> Training Room	<input checked="" type="checkbox"/> Refreshments
<input checked="" type="checkbox"/> Locker Room (Bring own locks)	<input checked="" type="checkbox"/> Towels	<input checked="" type="checkbox"/> Practice Balls

Article IV: Television rights belong to the Big Ten Conference. Opponent 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 State University home contest(s) and certain contest(s) played at a neutral site have been assigned by Michigan State University 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 contest(s).
- (b) Michigan State University has no ability to grant to Opponent any rights for the telecast or distribution of contest(s) played pursuant to this Agreement in which Michigan State University is the home team or of contest(s) played pursuant to this Agreement at certain neutral sites.
- (c) The Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of contest(s) played pursuant to this Agreement in which Michigan State University is the home team. Michigan State University acknowledges and agrees that Opponent shall have the exclusive right to enter into agreements with respect to the telecast or distribution of contest(s) played pursuant to this Agreement in which Opponent is the home team or of contest(s) played pursuant to this Agreement at certain neutral sites and to retain all revenues derived there from. Notwithstanding the foregoing, the

respective rights, if any, of Michigan State University and Opponent with respect to the telecast or distribution of contest(s) played pursuant to this Agreement in which Opponent is the visiting team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Opponent which separate agreement shall govern certain aspects of any contest(s) played between the member institutions of The Big Ten and Opponent, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

- (d) Use of Contest Video: Opponent shall have the right to produce films and/or videotapes of the contest(s) 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 Opponent to any person other than the incorporation of up to eight minutes (8:00) of highlights of the contest(s) as part of a weekly coaches' show and to its coaches and players. Michigan State University agrees to provide reasonable facilities for such cameras as may be reasonably required by the Opponent to produce such films and/or videotapes. Any other usage by Opponent of footage of contest(s) played pursuant to this Agreement shall be governed by a separate agreement between the BIG TEN and Opponent.

Article V: Radio broadcasts of the contest(s) shall be under the control of the Michigan State University, however, Opponent shall have a rights free outlet for the live radio broadcast of the contest by one (1) radio station or network situated in its home area, such station to be designated by Opponent. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.

Article VI: Exigencies beyond the control of either party, including, but not limited to (1) Acts of God, (2) Acts of Common Enemy, (3) civil disorder, pandemic, epidemic, or other serious public health issues, a public state of emergency or other civil unrest, (4) action by any federal, state or local governmental authority, (5) action by the NCAA or a party's conference, or (6) orders of military or public authority (each a "Force Majeure Event"), may render it impossible or highly undesirable to play the contest(s) agreed to hereunder. If a party determines that a Force Majeure Event may prevent the contest from occurring on the Competition Date the party suffering such a Force Majeure Event shall give prompt notice to the other party. If the parties agree that such Force Majeure event will prevent the contest from occurring on the Competition Date, the parties will cooperatively determine whether the contest(s) shall be cancelled or rescheduled as such exigencies may dictate. For the avoidance of doubt, Michigan State University shall have no obligation to pay Opponent the appearance fee if the contest is cancelled due to a Force Majeure event.

Article VII: If either party fails to comply with the terms and conditions of this contract by unilaterally canceling the agreement to play the contest(s), that party shall pay to the other the sum of **\$10,000** as liquidated damages and not a penalty. If cancellation is by mutual consent, neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this agreement, for any failure to perform any term of this agreement.

Article VIII: With respect to field hockey contests, video referral is used for all home games at Ralph Young Field. 6 cameras are available for video replay with zoom capability (diagram attached). Any problems or issues with the system will be relayed to opponents before competition.

Article IX: The visiting team for each contest covered by this Agreement hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the visiting team to promote and publicize such contest and the participating teams and institutions, provided that such trademarks and logos must not be used as an endorsement of any product or service or in connection with and political cause or candidate.

Article X: To the extent required by applicable COVID-19 regulations, the parties agree that the teams will participate in any COVID-19 testing protocols required by the conference, institutions, or governmental authorities.

Institution: MICHIGAN STATE UNIVERSITY**Name:** Jennifer Smith**Title:** Deputy Athletic Director**Signature:** **Date:** 02/13/2023**Email:****Address:** 1855 -4th Floor; East Lansing, MI 48824**Phone:****Head Coach:** Suzy Merchant**Signature:** **Date:** 02/13/2023**Institution:** Miami University (Ohio)**Name:** David Sayler**Title:** Director of Athletics**Signature:** **Date:** 03/20/2023**Email:** hendrid3@miamioh.edu**Address:** 230 Millett Hall**Phone:** 513-529-3113**Head Coach:** DeUnna Hendrix**Signature:** **Date:** 03/15/2023

Please sign and return an original copy to Michigan State University at the address listed above or via email to morgan.r@ath.msu.edu











MSU Women's Basketball vs Miami University (OHIO) 2023-24


Final Audit Report

2023-03-20

Created:	2023-02-13
By:	Morgan LaVoie (reyno348@msu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE4RGaY6jXQQBsrmbjvCC7FjCLu3LASw3

"MSU Women's Basketball vs Miami University (OHIO) 2023-24" History

-  Document created by Morgan LaVoie (reyno348@msu.edu)
2023-02-13 - 9:05:34 PM GMT
-  Document emailed to selaskym@ath.msu.edu for signature
2023-02-13 - 9:11:46 PM GMT
-  Email viewed by selaskym@ath.msu.edu
2023-02-13 - 9:40:17 PM GMT
-  Signer selaskym@ath.msu.edu entered name at signing as Suzy Merchant
2023-02-13 - 9:41:18 PM GMT
-  Document e-signed by Suzy Merchant (selaskym@ath.msu.edu)
Signature Date: 2023-02-13 - 9:41:20 PM GMT - Time Source: server
-  Document emailed to smith170@ath.msu.edu for signature
2023-02-13 - 9:41:22 PM GMT
-  Email viewed by smith170@ath.msu.edu
2023-02-13 - 10:02:06 PM GMT
-  Signer smith170@ath.msu.edu entered name at signing as Jennifer Smith
2023-02-13 - 10:02:31 PM GMT
-  Document e-signed by Jennifer Smith (smith170@ath.msu.edu)
Signature Date: 2023-02-13 - 10:02:33 PM GMT - Time Source: server
-  Document emailed to DeUnna Hendrix (hendrid3@miamioh.edu) for signature
2023-02-13 - 10:02:34 PM GMT

 Morgan LaVoie (reyno348@msu.edu) added alternate signer swoffat@miamioh.edu. The original signer DeUnna Hendrix (hendrid3@miamioh.edu) can still sign.


2023-03-01 - 8:37:55 PM GMT

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2023-03-01 - 8:37:55 PM GMT

 Email viewed by swoffat@miamioh.edu

2023-03-02 - 3:46:34 PM GMT

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2023-03-09 - 2:45:42 PM GMT

 Document e-signed by DeUnna Hendrix (hendrid3@miamioh.edu)


Signature Date: 2023-03-15 - 8:48:49 PM GMT - Time Source: server

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 Email viewed by wellspl@miamioh.edu


2023-03-16 - 1:16:55 PM GMT

 Morgan LaVoie (reyno348@msu.edu) added alternate signer mille780@miamioh.edu. The original signer wellspl@miamioh.edu can still sign.

2023-03-17 - 2:49:59 PM GMT

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2023-03-20 - 2:17:30 PM GMT

 Signer mille780@miamioh.edu entered name at signing as Lisa Miller

2023-03-20 - 2:19:45 PM GMT

 Document e-signed by Lisa Miller (mille780@miamioh.edu)

Signature Date: 2023-03-20 - 2:19:48 PM GMT - Time Source: server

 Agreement completed.

2023-03-20 - 2:19:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.