

OAKLAND UNIVERSITY GOLDEN GRIZZLIES™

569 Pioneer Drive, 201 Recreation and Athletics Center, Rochester, MI 48309-4482 | Email: athletics@oakland.edu | goldengrizzlies.com
Main Office: (248) 370-3190 | Ticket Office: (248) 370-4000 | Fax: (248) 370-4056

MEMORANDUM OF AGREEMENT

between

OAKLAND UNIVERSITY

and

Miami University (OH)

In the sport of:

Women's Basketball

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

ARTICLE II: The above institutions agree that the contests between their varsity teams shall be held in accordance with the following conditions:

Date: December 21, 2023

Time: TBD

Location: OU Credit Union O'rena

Officials: Provided by Home Team

Guarantee: n/a

ARTICLE III: Special Arrangements/Conditions: Home team shall provide 50 complimentary tickets to opposing team.

ARTICLE IV: Arrangements available:

Athletic Trainer

No

Towels

Yes

Training Room

Yes

Practice Balls

Yes

Locker Room

Yes

Other

ARTICLE V: All television, radio, film and other broadcast rights to the game, if any, are the property of Oakland University and the visiting institution shall have no right to any payments for television, radio, film or other broadcast rights. Notwithstanding the foregoing, the visiting institution shall be allowed one outlet for live commercial broadcast for which it shall retain the revenue from such broadcast, and one student non-commercial radio broadcast.

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ARTICLE VI: Either party failing to comply with the conditions of this contract, either by cancellation or failure to appear, shall forfeit money as liquidated damages in the amount of \$ 25,000 unless such cancellation shall be by mutual consent, in which case this agreement shall be null and void.

ARTICLE VII: In the event that the contest is prevented because of an act of God or other Force Majeure event including, but not limited to, accident, fire, explosion, hurricane, flood, blackout, strike, riot or commotion, war, order or action of the NCAA or any court or governmental authority, then this agreement shall terminate and the parties shall be relieved of all obligations and liability to the other.

ARTICLE VIII: Any payment required by this agreement shall be made within 90 days of the date of the contest was to take place. If a party is forced to enforce collection of any payments, then the non-breaching party shall be entitled to all expenses incurred in collection including reasonable attorney fees and expenses.

Approved:

Oakland University Athletics

Head Coach: Jeff Tungate

Signature: Jeff Tungate

Date: 6/6/2023

Miami University

Head Coach: Glenn Box

Signature: Glenn Box

Date: 7/14/2023

DocuSigned by:

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Athletic Director: Steve Waterfield

Signature: Steve Waterfield

Date: 6/6/2023

Athletic Director: David Saylor

Signature: Lisa Miller

Date: 7/14/2023

DocuSigned by:

David Saylor

Lisa Miller

7/14/2023

Please sign and return one copy to Jennifer Swiatowy, Assistant Athletic Director for Administration at swiatowy@oakland.edu.