

**MIAMI UNIVERSITY-MERCY HEALTH
SPONSORSHIP AGREEMENT**

THIS AGREEMENT, made this 9th day of April, 2015, is by and between The Miami University, 501 E. High Street, Oxford, Ohio 45056 (the "University"), and Mercy Health Cincinnati, LLC 4600 McAuley Place, Cincinnati, Ohio 45242 ("Sponsor") and collectively referred to as the Parties,

WITNESSETH:

- A. WHEREAS, The University desires to obtain sponsors to support its student-athletes and the Department of Intercollegiate Athletics;
- B. WHEREAS, the Sponsor desires to support the University's student-athletes and the University's Department of Intercollegiate Athletics; and
- C. WHEREAS, the Parties are also entering into two related and companion Agreements, the Academic Affiliation Agreement and the Health Services Agreement, that will broaden and strengthen the relationship. These three Agreements form the Miami University-Mercy Health Alliance.

NOW, THEREFORE in consideration of the foregoing and the mutual promises and covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

1. GRANT OF SPONSORSHIP AND RECOGNITION RIGHTS.

- a. During the period January 1, 2017 through June 30, 2019 (the McCullough Hyde Memorial Hospital "MHMH" Period): The University and Sponsor will work together to identify recognition opportunities for the Sponsor that do not violate the existing health care sponsorship agreement between the University's agent, IMG and MHMH. The University represents that the MHMH Agreement will not be assigned to any other competitor (as defined in paragraph 4) of the Sponsor. These recognition opportunities include:
 - i. **Radio/Television** spots on broadcasts of intercollegiate athletic events at the Sponsor's expense(excluding any opening, closing and/or "presented by" entitlements on any radio, television or web-based broadcast)
 - ii. **Web/Digital** streaming of intercollegiate athletic events
 - iii. Recognition signage at Club Sport and Recreational -Intramural events
- b. During the period July 1, 2019 through June 30, 2028: The Sponsor shall be the sole and official health care sponsor for Miami University Intercollegiate, Club and Recreational-Intramural Athletics. In the event that the MHMH Period ends

earlier than June 30, 2019, Mercy Health will become the sole and official health care sponsor upon any such earlier date. Mercy Health shall have the right to the opportunities described in the MHMH Period agreement, and to the following opportunities, collectively referred to as "Sponsorship & Recognition Rights."

- i. Mercy Health name on Yager Football Field
- ii. Mercy Health name on Millet Hall Basketball Court
- iii. Mercy Health name and Logo on rink ice
- iv. First-Aid Station/Directional Signage at Football, Men's and Women's Basketball and Men's Ice Hockey.

The Sponsorship & Recognition Signage will be of a size and location as is customary with other sponsorship opportunities of a similar nature, will conform to NCAA rules and will not conflict with institutional name and marks.

c. Additional Recognition:

- i. Football Games
 - Home Game Program Color Acknowledgement (full page)
 - Radio Halftime Show Feature Entitlement (each game)
 - (2) In-Game Radio Spots (30 seconds each game)
 - Video-board Spot (30 seconds each home game)
- ii. Men's and Women's Home Basketball Games
 - Game Program Color Acknowledgement (full-page)
 - Radio Halftime Show Feature Entitlement (each game)
 - (2) In-Game Radio Spots (30 seconds each game)
 - Video-board Spot (30 seconds each home game)
- iii. Men's Ice Hockey
 - Game Program Color Acknowledgement
 - Radio First Intermission Show Feature Entitlement (each game)
 - (2) In-Game Radio Spots (30 seconds each game)
 - Video-board Spot (30 seconds each home game)
- iv. Other
 - One (1) PA Announcement at all Miami home regular season intercollegiate athletic events about the Sponsor
 - One (1) Hawktalk Spot during each Weekly Coaches Show (30 seconds) – currently Football, Men's Basketball and Ice Hockey

- The Parties may, from time to time, agree upon additional forums or recognition.

d. **Benefits.** In addition to the foregoing, the University shall also provide to the Sponsor the following during each year of this Agreement:

- i. The use of eight season tickets for Football, and Men's and Women's Basketball and four (4) parking passes for use by the seat-holders
- ii. One trip to an away Football game for four (4) people
- iii. One pre-football game corporate hospitality reception (for up to 20 guests)
- iv. Four (4) season tickets for Men's Ice Hockey and 1 season parking pass for use by the seat-holders
- v. The use of the Athletic Director's Hockey suite for one regular season game for up to 16 guests
- vi. The use of the University's name and trademarks in the Sponsor's recognition or display materials without paying royalties to the University in a licensed promotion during the football, men's and women's basketball and men's ice hockey season. Details to be mutually agreed upon and coordinated with the University's Office of Trademark and Licensing Services, and subject to the approval provisions of Section 5 of this Agreement.

2. **TERM.** This Agreement shall commence on January 1, 2017 and end on June 30, 2028.

3. **PAYMENT.** In support of the University's Department of Athletics, the Sponsor agrees to pay the University the sum of \$10 million dollars payable in annual installments of \$833,333.33 per year. The first annual installment is due on January 1, 2017 (or the date the Athletic Performance Center opens, whichever is later) and annual installments are due on each successive January 1 thereafter through January 1, 2028.

The University is responsible for the cost of production and installation of all Recognition Sponsorship specified above displaying the Sponsor's name and/or logo. Any subsequent changes in the Recognition Signage or field/court/ice placements will be made at the Sponsor's sole expense (including the cost of removal and reinstallation).

4. **SPONSORSHIP & RECOGNITION RIGHTS.** For the term of this Agreement, with the exception of those rights granted to MHMH during the MHMH Period, the University agrees that no other health care provider shall have any sponsorship right or any

agreement with Miami University related to Intercollegiate or Club or Recreational-Intramural sports medicine services for student athletes.

This shall not preclude the University (or other persons who rent or are otherwise authorized to use the University's athletic facilities from obtaining the sponsors (who may be competitors of the Sponsor) for specific events, **excluding** pre-season and regular season University intercollegiate, club or recreational-intramural games sponsored by the University. The signage of such a sponsor, other than the Sponsor, shall only remain for the specific event for which that entity is a sponsor. The University agrees that it will not allow any covering of Sponsor's Recognition Signage during any pre-season or regular season University intercollegiate, club or recreational- intramural athletic event sponsored by the University; however, the Sponsor recognizes that Sponsor's Recognition Signage may be covered at other events.

5. **APPROVALS.** All copy and graphics proposed for display by the Sponsor and the acknowledgements and promotions referred to in Section 1 above, are subject to prior approval by the University. The University shall have the right to decline to display any copy or graphics that is in violation of any statute, regulation or ordinance, or which the University reasonably considers to be misleading or offensive or in violation of any University contract obligation. The Sponsor shall submit proposed materials and messages referred to in Section 1 above to the University for prior approval. The University shall inform the Sponsor of its decision within thirty (30) days of receipt of the Sponsor's submittal. The University will not approve any material that would cause payments made under this Agreement to be ineligible for treatment as a qualified sponsorship payments under the Internal Revenue Code. All graphics changes that the Sponsor may choose to make pursuant to Section 3 of this Agreement after the initial installation must be submitted by the Sponsor to the University not less than 30 days prior to the anticipated date of installation.
6. **LOSS OF USE.** Loss of the Sponsor Recognition Signage as a result of strikes, fire or any other cause beyond the control of the University shall not constitute a breach of this contract, but the University will provide an extension of the term of service hereunder for a period of time equivalent to the time of loss of service.
7. **Termination of Agreement.** This Agreement may be terminated prior to the time specified in §2 of this Agreement, as follows:
 - (a) **Material Breach.** In the event of a material breach of this Agreement by one party, the other party may terminate this Agreement by giving the breaching party sixty (60) days' advance written notice of intent to terminate this Agreement by reason of the breach. The breaching party shall have sixty (60) days from the receipt of such notice in which to cure the breach; if such breach is not cured to the reasonable satisfaction of the non-

breaching party within such sixty (60) day period, then this Agreement shall terminate unless otherwise agreed to in writing by the non-breaching party.

- (b) Termination by Miami. In the event that Miami University terminates without cause or breaches the Health Services Agreement, Mercy Health, at its discretion, may terminate this Agreement.
- (c) Termination by Mercy Health. In the event that Mercy Health terminates without cause or breaches the Health Services Agreement, Miami University, at its discretion, may terminate this Agreement.
- (d) Termination Under § 11. In the event this Agreement is terminated pursuant to Section 11, then the non-terminating party may, at its discretion, terminate the Health Services Agreement.

The rights, powers and remedies given to the parties by this Agreement shall be in addition to all rights, powers and remedies granted to the parties by virtue of any statute or rule of law.

8. INSURANCE.

- (a) Mercy Insurance. Mercy Health shall maintain during the term of this Agreement General Liability Insurance in the minimum amounts of \$1 million per occurrence and \$3 million aggregate (which may be through its own insurance company, CHP Insurance (SLP), Ltd.). Mercy Health agrees not to materially alter or cancel such insurance coverage without thirty (30) days' prior written notice thereof to Miami University. Upon request, Mercy Health shall provide Miami University with certificate(s) evidencing such insurance coverage.
- (b) Miami University Insurance. Miami University shall maintain during the term of this Agreement, General Liability Insurance, in the minimum amounts of \$1 million per occurrence and \$3 million aggregate and General Liability Insurance in the minimum amount of \$1 million (which may be through the Inter-University Council Insurance Consortium). Upon request, Miami University shall provide Mercy Health with certificate(s) evidencing such insurance coverage. Miami University agrees not to materially alter or cancel such insurance coverage without thirty (30) days' prior written notice thereof to Mercy Health.
- (c) Additional Insured. The Parties shall name one another as named insureds and provide the other Party, upon request, with a certificate of insurance showing that the required insurance has been issued and is in force .

9. **PARTIES' MUTUAL RESPONSIBILITIES.** Mercy Health shall, to the extent permitted by law, bear full responsibility for any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorney's fees and witness' fees, to the extent caused by the negligence or willful misconduct of Mercy Health or any or Mercy Health's employees, volunteers or agents. Nothing herein shall preclude Mercy Health from asserting any defenses it may have in law or in equity.

To the extent permitted by the Constitution and laws of the State of Ohio, Miami University shall, to the fullest extent permitted by law, bear full responsibility for any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorney's fees and witness' fees, to the extent caused by the negligence or willful misconduct of Miami University or any or Miami University's trustees, employees, volunteers or agents. Nothing herein shall preclude Mercy health from asserting any defenses it may have in law or in equity.

10. **CANCELLATION AND ASSIGNMENT.** This contract is not subject to cancellation by the Sponsor. The Sponsor may not assign its rights hereunder to others, without the express written consent of The University.
11. **CHANGES IN RULES, REGULATIONS AND LAW.** In the event of any change in law (legislative or regulatory change or determination, whether federal or state) or change in NCAA, MAC or NCHC regulations, which has or would have significant adverse impact on either the University or Mercy Health in connection with the performance of this Agreement, or in the event that performance by either the University or Mercy Health of any term, covenant, condition, or provision of this Agreement should for any reason be in violation of any NCAA, MAC or NCHC rule, or federal or state statute, regulation, or otherwise be deemed illegal, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective not later than fifteen (15) days after receipt of written notice of such request for negotiation. If the University and Mercy Health fail to reach an agreement satisfactory to both parties within fifteen (15) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon fifteen (15) days' prior written notice to the other party or sooner if required by law.
12. **LOSS OR DAMAGE.** The University shall not be liable for any damage or loss to any of the Sponsor's display materials or other materials or content created by the Sponsor pursuant to the terms of this Agreement and the rights granted herein.
13. **WARRANTY.** The University warrants that the Recognition Signage shall be free of any defects of workmanship and/or materials. The University further agrees to maintain the Recognition Signage in good repair during the term of this Agreement.

14. **DISCRIMINATION.** Each Party, in fulfilling the terms of this Agreement, agrees that it will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, pregnancy, disability, military or Vietnam Era Veteran's or other Veteran status. This covenant is required pursuant to federal laws and regulations, including Executive Order 11246, laws and regulations of the State of Ohio and the policies of each Party..
15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
16. **NOTICE.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party. Unless hereinafter changed by written notice to the Sponsor, any notice to the University shall be sent to:

Dr. David Creamer
The Miami University
Senior Vice President for
Finance and Business Services
217 Roudebush Hall
501 E. High Street
Oxford, Ohio 45056

Unless hereinafter changed by written notice to the University any notice to the Sponsor shall be delivered or mailed to:

President & CEO
Mercy Health Cincinnati, LLC
4600 McAuley Place
Cincinnati, Ohio 45242

17. **MODIFICATIONS.** It is further mutually agreed that modifications to the Agreement must be in writing and mutually agreed to by authorized representatives for both parties.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, whether verbal or written, and all prior agreements and contracts with respect to the subject matter herein. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless in writing and signed by a duly authorized representative of the party against whom enforcement is sought.

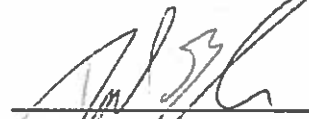
19 GOVERNING LAW. This Agreement shall be controlled by the laws of the state of Ohio and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in the state of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


MERCY HEALTH CINCINNATI, LLC



THE MIAMI UNIVERSITY



David Sayler
Director of Intercollegiate Athletics



David K. Creamer
Senior Vice President for
Finance and Business Services