



THE UNIVERSITY OF MASSACHUSETTS
DIVISION OF INTERCOLLEGIATE ATHLETICS
FOOTBALL GAME CONTRACT

THIS AGREEMENT is made and entered into as of the 8th day of April, 2019 by and between the University of Massachusetts ("UMASS") and Miami University ("MIAMI").

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

1. **EVENTS:** The parties agree to have their respective varsity football teams play each other in the sport of football ("Game") in accordance with the terms of this Agreement. The Games shall be held as follows:

<u>DATE</u>	<u>HOME TEAM</u>	<u>LOCATION</u>	<u>TIME</u>
September 9, 2023	UMASS	Amherst, MA	TBA
September 28, 2024	MIAMI	Oxford, OH	TBA

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 each team belongs, and the institutional rules of each party.
3. **OFFICIALS:** Officials shall be appointed and paid for by the HOME TEAM.
4. **EXPENSES:** Except as otherwise provided in this contract, the VISITING TEAM shall be responsible for defraying any and all of its own costs, including, but not limited to, transportation, meals and lodging related to participation in the Game.
5. **GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), the HOME TEAM shall pay the VISITING TEAM as follows:

<u>DATE</u>	<u>HOME TEAM</u>	<u>VIS. TEAM</u>	<u>GUARANTEE</u>
September 9, 2023	UMASS	MIAMI	\$150,000
September 28, 2024	MIAMI	UMASS	\$150,000

The HOME TEAM shall pay to the VISITING TEAM the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. Except for this fee, the VISITING TEAM shall be entitled to no other additional payments from the HOME TEAM in connection with the Game.

6. **LIQUIDATED DAMAGES:** The failure of a party to participate in the Game will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the damages incurred as a result of the breach increase significantly as the date of the Game approaches, and they further recognize and agree that these damages cannot be fully mitigated. Therefore, the breaching party shall pay to the non-breaching party as liquidated damages the sum of \$500,000 for each cancelled Game if notice of cancellation is received by the non-breaching party before the scheduled date of the Game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game due to breach. No liquidated damages shall be paid if it becomes impossible to play the Game by reason of force majeure (Article 15). The sum shall be payable on or before February 15 of the year following the Game for which the breach occurred.

Notwithstanding any other provisions of this Agreement, if either party causes its football program to reclassify from the NCAA Football Bowl Subdivision (FBS) to Football Championship Subdivision (FCS) prior to any Game contained in this Agreement, the party that has reclassified to FCS status will have breached the Agreement and the non-breaching party shall have two options: 1) to void the Agreement and all Games herein without claim to liquidated damages; or 2) maintain the Agreement in its original form. The breaching party shall not be responsible for payment of liquidated damages if the Agreement has been breached due to NCAA football reclassification.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either team (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

7. **RADIO BROADCAST RIGHTS:** The radio broadcast of the Game shall be under control of the HOME TEAM. The VISITING TEAM shall be permitted one (1) commercial originating station feeding the VISITING TEAM commercial radio network and one (1) official institutional or student operated originating station feeding the VISITING TEAM's campus, at no charge. Other radio origination rights and fees may be assigned by the HOME TEAM in its sole discretion with all receipts remaining the property of the HOME TEAM.
8. **TELEVISION BROADCAST RIGHTS:**
A. **TELEVISION:** The VISITING TEAM acknowledges and agrees that 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) are assigned to the HOME TEAM and, or their respective conferences.

B. USE OF GAME VIDEO: The VISITING TEAM shall have the right to produce films and/or videotapes of the football 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 football team coaches and players. The HOME TEAM 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 HOME TEAM and the VISITING TEAM.

9. **TICKETING:**

- A. The HOME TEAM will establish all ticket prices.
- B. The VISITING TEAM shall be allotted 300 complimentary tickets.
- C. The VISITING TEAM shall be allocated up to 3000 tickets for sale to its fans if requested by May 1 for the year in which each Game is scheduled. Unsold tickets must be returned to the HOME TEAM thirty (30) days prior to the Game date. The VISITING TEAM is responsible for paying the printed face value to the HOME TEAM for any tickets not returned to HOME TEAM by the agreed upon date as set forth above.
- D. The VISITING TEAM'S Band, Cheerleaders and Mascot(s) shall be admitted to the Game when in uniform. The VISITING TEAM Band shall be seated in the stadium stands and require either complimentary tickets to be used or additional tickets to be purchased for the seats needed to accommodate the Band. The VISITING TEAM shall inform the HOME TEAM of the approximate number of band members, not to exceed 250, which it intends to bring to the Game at least thirty (30) days in advance.

10. **GAME MANAGEMENT:**

- A. The HOME TEAM shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting an intercollegiate football Game, along with paying all expenses associated therewith, except for the expenses of the VISITING TEAM. The HOME TEAM agrees to have a medical doctor and ambulance with emergency personnel at the Game site throughout the duration of the Game.
- B. The HOME TEAM shall retain all revenue associated with each Game unless otherwise set forth in this Agreement.
- C. The VISITING TEAM shall be furnished 100 free Game programs, to be delivered to its dressing room at least one (1) hour before Game time.

11. **WALK-THROUGH:** If requested by the VISITING TEAM, not later than fourteen (14) days prior to the Game, the HOME TEAM will make its best efforts to accommodate the VISITING TEAM's request to conduct a walk-through at the Game facility on the day

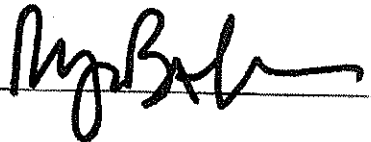
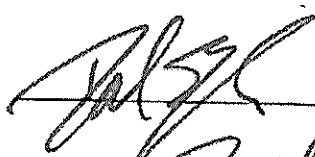
prior to the Game. It is understood that such an opportunity is contingent upon weather and field conditions.

12. SIDELINE LIMITATIONS: The VISITING TEAM, including Game personnel, may use any and all product, clothing and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment names, logo, image, slogan or identifying marks in a safe and responsible manner.
13. CREDENTIALS: The VISITING TEAM shall be provided a minimum of sixty (60) team bench area passes, eight (8) all-access passes, eight (8) coaches' booth passes and four (4) team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints.
14. PARKING: The VISITING TEAM shall be allowed parking passes for one (1) equipment truck(s), four (4) buses and eight (8) automobiles for use by the football program and administration.
15. IMPOSSIBILITY: It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which hereafter arise by reason of Acts of God and Nature, and Acts of a Common Enemy, and which would make necessary the cancellation of this Agreement, or any portion thereof, or of a Game. Therefore, if either party, because of an occurrence of such an exigency, should cancel this Agreement, or any portion thereof, or a Game, the Agreement to that extent shall be canceled, and neither team shall be responsible to the other for any loss or damage. Cancellation of a Game under this section shall not be deemed a breach of this Agreement. Notice of such a catastrophe or disaster shall be given as soon as possible.
16. SEVERABILITY: In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court which has jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.
17. INTEGRATION: This Agreement constitutes the entire Agreement between the parties hereto pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.
18. NON-LIABILITY OF GOVERNING BOARD: No Trustee, officer or employee of UMASS or the governing body of MIAMI, individually or collectively incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default of either party to this Agreement in the performance of any of the terms. All such liability of Trustees, officers and employees of UMASS or the governing body of MIAMI, as such, is hereby mutually released as a condition of and in consideration of the execution of this Agreement.

19. WAIVER OF RIGHTS: None of the terms or conditions herein shall in any manner be altered, amended, waived or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
20. GENERAL: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

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

FOR: UNIVERSITY OF MASSACHUSETTS FOR: MIAMI UNIVERSITY

By: <u></u>	By: <u></u>
Printed Name: <u>Ryan Bamford</u>	Printed Name: <u>David Sytler</u>
Title: <u>Director of Athletics</u>	Title: <u>AD</u>
Date: <u>5.23.19</u>	Date: <u>4/25/19</u>

Please sign two (2) copies, retain one and return one to the following address:

Ryan Bamford
Director of Athletics
University of Massachusetts
200 Commonwealth Avenue
Amherst, MA 01003

FOOTBALL CONTRACT

THIS AGREEMENT is entered into on **August 9, 2017**, between **MIAMI UNIVERSITY ("Miami")** and **University of Cincinnati ("Cincinnati")**.

WHEREAS, Miami and Cincinnati desire to provide the participation between the parties' varsity football teams in games of football.

WHEREAS, each of the parties involved will field a varsity football team that falls within the NCAA guidelines of a Division 1A "counter" in terms of grant in aids awarded.

NOW, THEREFORE, in consideration of the foregoing, Miami and Cincinnati agree as follows:

1. The varsity football teams representing the above institutions shall play games of football as set forth below:

<u>Date</u>	<u>Location</u>	<u>Time</u>
September 16, 2017	Miami University	8:00 pm
September 8, 2018	Paul Brown Stadium ¹	TBD
September 14, 2019	University of Cincinnati	TBD
September 19, 2020	Miami University	TBD
September 4, 2021	University of Cincinnati	TBD
September 17, 2022	Paul Brown Stadium ²	TBD
September 16, 2023	University of Cincinnati	TBD
September 14, 2024	Miami University	TBD
September 6, 2025	University of Cincinnati	TBD
September 19, 2026	Paul Brown Stadium ³	TBD
September 11, 2027	Miami University	TBD
September 9, 2028	University of Cincinnati	TBD
September 8, 2029	Miami University	TBD

¹ The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Miami. Miami will be listed as the Home Team for the event and venue. Miami will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

² The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Miami. Miami will be listed as the Home Team for the event and venue. Miami will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

³ The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Cincinnati. Cincinnati will be listed as the Home Team for the event and venue. Cincinnati will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

2. The eligibility of the participating players, and other rules, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the teams respective Conferences and the institutional rules of the Home Team and the Visiting Team.
3. The game officials in charge of officiating the football games shall be appointed by the Visiting Team's Conference and their expenses shall be paid by the Visiting Team.
4. The Visiting Team will be allowed 400 complimentary tickets.
5. Miami and Cincinnati agree to eliminate the annual guarantee payment of \$40,000 to visiting team for playing each game and eliminate the guaranteed purchase of \$40,000 in tickets by the visiting team for each game herein.
6. The Home Team will make Three Thousand (3,000) tickets available for purchase by the Visiting Team. The Visiting Team shall return all unsold tickets not later than Thirty (30) days prior to the contest date or pay the face value of the tickets to the Home Team.
7. Upon approval of Home Team, which will not be unreasonably withheld, the Visiting Team's cheerleaders, band members (no more than 300) and pompom squad members who are dressed in uniforms shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of Home Team. A request by the Visiting Team for its band to perform shall be made no later than Thirty (30) days prior to date of game.
8. The Home Team will set ticket prices.
9. The Visiting Team shall be allowed Sixty (60) sideline passes at no charge. Sideline passes are for use by coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team Bench area.
10. Home Team shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of Home Team.
11. Home team shall have a medical doctor and an ambulance at the game site throughout the period of the football game.
12. The Visiting Team understands that Home Team has assigned its live, over-the-air broadcast and cable television rights to the football game to their respective Conference Office, which in turn has contracted with certain television networks and cable broadcasters ("Conference Contracts"). Conditions in the Conference Contracts relating to television exposure and/or exclusivity shall apply to Home Teams participation in the football game.
13. Any discussion regarding the conditions of the Conference Contracts should be directed to the respective Conference offices of each team. The Visiting Team agrees that it will negotiate any agreement for rights to televise the football game and related rights fees, if any, with the Home Team's Conference.
14. Television revenue distribution shall be governed by the Home Team's Conference's agreement.
15. The Home Team shall control radio broadcast of the game and shall retain the revenue from all radio rights to broadcast the game. Notwithstanding the above, the Visiting Team will be provided one (1) rights-free radio outlet for the live radio broadcast of the game by the Visiting Team's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. The Visiting Team shall be responsible for ordering and paying for telephone and broadcast lines incidental to such radio broadcast. The Home Team shall not be required to make any alteration to existing facilities for purposes of this Agreement.

16. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and the Home Team agrees to provide reasonable facilities for such cameras as may be required.
17. Each party shall have the right to produce films and/or videotapes of the games for use in a coach's show or locally originated delayed television broadcast subject to compliance with rules governing delayed television broadcast established by the NCAA or other agencies of which either or both institutions are members. Each party may retain all income that it may receive from such opportunities.
18. If it becomes impossible to play the football game for reasons of power failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by mutual agreement of both parties, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games covered by this Agreement.
19. Either party failing to comply with the conditions of Article 1 for any reason other than those stated in Article 19 above, will forfeit money in the amount of \$500,000 per contest if notification occurs less than 5 years prior to the date of the contest or \$100,000 if notification occurs more than 5 years prior to the date of the contest unless cancellation will be by mutual consent in which case this agreement will be null and void.
19. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
20. The Visiting Team recognizes that the Home Team has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into Home teams football stadium. The Visiting Team agrees to consult with Home Team before the football game to ensure that the Visiting Team does not bring products or items into Home Teams football stadium that violate Home Teams corporate sponsor agreements.
21. Any notice required under this Agreement to be given by either Miami University or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to Miami

Director of Athletics
Miami University
230 Millett Hall
Oxford, OH 45056

If to Cincinnati

Director of Athletics
University of Cincinnati
Richard E Center
2751 O'Varsity Way
Cincinnati, OH 45221

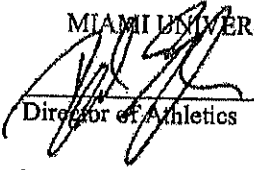
22. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
23. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.
24. This Agreement is the whole Agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in

conflict with existing or future legislation by state legislatures or the governing bodies of either participating teams.

25. The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

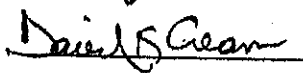
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

MIAMI UNIVERSITY BY:


Director of Athletics

Date

8/25/17

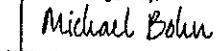

Date

8-28-17

Vice President for Finance and Business Affairs

Name: UNIVERSITY OF CINCINNATI

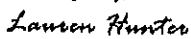
DocuSigned by:


Director of Athletics

8/25/2017

Date

DocuSigned by:


General Counsel

8/24/2017

Date

General Counsel



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 27th day of October, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Delaware State University (hereinafter designated as the “Visiting Team”).

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

1. **EVENT.** The parties agree to have their respective Football teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
Sept. 23, 2023	Oxford OH	TBD

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 conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** Home Team will pay Visiting Team three-hundred-and-fifty-thousand dollars (\$350,000) within 90 days of the conclusion of the 2023 regular season. The complimentary tickets referenced in **Section 5** are in addition to the compensation listed in this section. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.
5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 350 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above. Complimentary access may be provided for the band, in

addition to the above, so long as the desire to attend is communicated in writing at least six months prior to the competition.

6. **EXPENSES.** The Visiting Team shall be responsible for making arrangements for and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.
7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
 - (a) Failure of a party to perform any of its obligations under this Agreement;
 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).
 - (c) Failure to maintain a Division I Football Championship Subdivision program in conjunction with standards set forth in NCAA Bylaw 20.10.9.1
8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$1,000,000 per contest, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.
9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

10. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease

and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this **Section 10**, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.
14. **SEVERABILITY.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable

from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.

15. **WAIVER OF RIGHTS.** None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

16. **GENERAL.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.

IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.

FOR: MIAMI UNIVERSITY

DocuSigned by:

By: _____

David Cramer

DEED5A91C47F496...

Athletic Director or Designee

Title: _____

Sr VP Finance & Business Servs

Date: _____

11/18/2022

By: _____

University Designee

Title: _____

Date: _____

FOR: DELAWARE STATE UNIVERSITY

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Athletic Director or Designee

Title: _____

Director of Athletics

Date: _____

11/14/2022

By: _____

University Designee

Title: _____

Date: _____



Atlantic Coast Conference

FOOTBALL COMPETITION AGREEMENT

This Football Competition Agreement (this "Agreement") is entered into this _____ day of February, 2019, by and between University of Miami, a not-for-profit corporation established and existing under the laws of the State of Florida (hereinafter HOME), and Miami University, a public university established and existing under the laws of the State of Ohio (hereinafter AWAY).

1. **PURPOSE/COMMITTED GAMES:** The purpose of this Agreement is to confirm the arrangements and conditions under which HOME and AWAY will compete in a game of intercollegiate football ("Game") to be played on the following date(s) and at the following location(s):

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>LOCATION (City)</u>	<u>GAME TIME</u>
1	9/2/23	HOME	Miami Gardens, FL	TBD

Both schools acknowledge that the date(s) and Game time(s) listed above are tentative and subject to change pending the mutual written agreement of the participating institutions. If a Game time is not specified, the Game time will be decided by HOME, but shall be no earlier than 12:00 p.m. and no later than 8:15 p.m. local time unless mutually agreed.

2. **GAME RULES / STUDENT-ATHLETE ELIGIBILITY:** The Games shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the rules of the applicable host conference (if any) in effect on the date of the Game. The eligibility of student-athletes and coaches to participate in the Game(s) shall be determined by the rules of the NCAA, applicable conference(s) (if any) and the respective institutions in effect on the date of each Game.
3. **GAME OFFICIALS:** A crew of qualified on-field officials shall be selected and compensated by the assigning agency of HOME for the Game. The replay officiating crew, operating in accordance with NCAA and College Football Officiating (CFO) standards, shall be selected and compensated by the assigning agency of HOME for the Game.
4. **GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), HOME shall pay AWAY as follows:

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>GUARANTEE AMOUNT</u>
1	9/2/23	HOME	\$1,500,000

HOME shall pay to AWAY the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. In addition to the guarantee HOME will provide AWAY \$40,000 to cover travel expenses associated with the Game. Any amount not paid by the due date shall immediately bear interest at the maximum amount as permitted by state law of the governing jurisdiction.

5. **LIQUIDATED DAMAGES:** The failure of a party to participate in the Game will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the damages incurred as a result of the breach increase significantly as the date of the Game approaches, and they further recognize and agree that these damages cannot be fully mitigated. Therefore, subject to Section 13 of this Agreement, the breaching party shall pay to the non-breaching party as liquidated damages the sum of \$1,500,000 if the breaching party cancels this Agreement or fails to play the Game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game due to breach. No liquidated damages shall be paid if it becomes impossible to play the Game by reason of a Force Majeure Event (see provision 13). The sum shall be payable on or before February 15 of the year following the Game for which the breach occurred. The parties acknowledge that the breach or cancellation of one Game in a series shall not be considered a breach or cancellation of all Games.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either team (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

6. TICKETING:

- A. HOME will establish all ticket prices.
- B. AWAY shall be allotted 2,000 complimentary tickets, with the option to request an additional 500.
- C. Unused / unsold tickets may be returned to HOME 30 days prior to the Game date.
- D. AWAY's Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform.

7. GAME MANAGEMENT:

- A. HOME shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting a intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of AWAY. HOME agrees to have a medical doctor and ambulance with emergency personnel at the Game site throughout the duration of the football Game.
- B. HOME shall retain all revenue associated with each Game unless otherwise set forth in this Agreement.
- C. AWAY shall be furnished 70 free Game programs, to be delivered to its dressing room at least one (1) hour before Game time.

8. WALK-THROUGH: If requested by AWAY, not later than 7 days prior to the Game, HOME will make its best efforts to accommodate AWAY's request to conduct a walk-through at the Game facility on the day prior to the Game. It is understood that such an opportunity is contingent upon weather and field conditions. Non-cleated shoes shall be worn.

9. SIDELINE LIMITATIONS: AWAY may use any and all product and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

10. CREDENTIALS: AWAY shall be provided 60 team bench area passes, 8 all-access passes, 12 coaches' booth passes and 6 team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints. AWAY shall use its best efforts to provide a list of all credentialed workers and personnel to HOME at least 7 days prior to the Game

11. PARKING: AWAY shall be allowed parking passes for 1 equipment truck(s), 4 buses, and 8 automobiles for use by the football program and administration.

12. MEDIA RIGHTS- TELECAST, RADIO, INTERNET:

- A. Telecast: Each of the undersigned parties understand and hereby acknowledges that HOME has entered into, or may enter into, contractual arrangements with a broadcast partner(s) for the sale of telecast rights or for a syndicated series of games for national or regional telecast. HOME shall have the exclusive right to contract for the live broadcast of the Game played pursuant to this Agreement. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual material are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcast (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to

distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DCD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. AWAY is responsible for ensuring that their affiliated conference and/or network partner (or other applicable governing entity) understands and agrees to the media terms and conditions set forth in this Agreement. HOME shall retain all telecast rights fees for the Game.

- B. Video: Each party shall have the right to produce films and/or video of the Game 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 video may not be replayed, used or otherwise distributed by AWAY to any person other than the incorporation of up to eight (8) minutes of highlights of the Game as part of a weekly coaches' show and to its coaches and players.
- C. Radio: HOME shall retain full control of radio rights, except that AWAY shall be permitted to provide or sell a radio broadcast or broadcast rights of the Game to its own flagship station and/or normal recurring radio network. There shall be no sharing of radio revenue between schools.
- D. Internet: HOME has the exclusive right to distribute an audio and/or video internet broadcast of the Game. Accordingly, AWAY may not distribute an audio and/or video internet broadcast of the Game without the express written permission of HOME.
- E. Facility Access: HOME agrees to provide reasonable facilities for the origination of any of the programs described herein.
- F. Additional Use: Any other usage by AWAY of footage of Games played pursuant to this Agreement shall be governed by a separate agreement between AWAY and the applicable affiliated conference (or governing entity) and/or broadcast partners.

13. **FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (A) acts of God; (B) flood, fire, earthquake or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (D) government order or law, or any action by governmental authority; or (E) national or regional emergency. Notice of a Force Majeure Event shall be given as soon as possible. If feasible, any Games not played as scheduled shall be rescheduled as such exigencies may dictate or permit.

14. **SEVERANCE:** If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not stricken shall remain in full force and effect and shall be binding upon the parties.

15. **INTEGRATION:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the written consent of the non-assigning party.

17. **TERMINATION:** This Agreement may be terminated without penalty by mutual written consent of both parties.

18. **RESPONSIBILITY:** To the extent permitted by applicable law, both parties agree to be liable for the acts and omission of their respective officers, employees, and agents in the performance of this Agreement. The parties agree that

nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Miami and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

19. **AUTHORITY TO SIGN:** By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the respective dates set forth.

University of Miami (HOME):

By: Blake James
Name: Blake James
Title: Athletic Director
Date: 2/15/19

Miami University (AWAY):

By: David D Creamer
Name: David K. Creamer
Title: Senior Vice President for Finance and Business Services
Date: 2-14-19