



UNIVERSITY OF DAYTON ATHLETICS

Women's Basketball Game Contract

This agreement is entered between the University of Dayton ("Dayton") and Miami University ("Visiting Team").

WHEREAS, Dayton and the Visiting Team desire to provide for the participation between the Parties' women's basketball teams in the game of basketball;

It is, therefore agreed by and between Dayton and the Visiting Team the game will be played under the following conditions:

1. GAME DATE, TIME AND PLACE

Day and Date: Thursday, December 5, 2024*
Time: 7:00 PM EST
Location: UD Arena

*This contract replaces the original game contract signed for Friday, December 6, 2024.

- 2. FINANCIAL CONSIDERATION:** There is no financial consideration for this game.
- 3. COMPLIMENTARY TICKETS:** Visiting team shall receive a total of FORTY (40) complimentary tickets. If local and/or State of Ohio orders on limitations on Patrons at entertainment venues and arenas limit patron attendance, the number of complimentary tickets will be reduced commensurately.
- 4. OFFICIALS:** Officials shall be assigned by the Atlantic 10 Conference.
- 5. RULES OF THE CONTEST:** The game will be played according to NCAA and Atlantic 10 rules.
- 6. RIGHTS GRANTED:** "VISITING TEAM" acknowledges and agrees that the Atlantic 10 Conference has the exclusive right to the broadcast distribution of the game. VISITING TEAM provides Dayton the Atlantic 10 Conference, and their media partners the right to use the names, likenesses, trademarks, trade names, service marks and logos in connection with the exhibition, distribution, promotion and/or production of the Game as distributed. VISITING TEAM warrants to Dayton that VISITING TEAM has obtained the right to license the use of the names and likenesses of individual basketball players, participants, and coaches for the purposes set forth in this paragraph, and in a manner consistent with applicable NCAA rules and regulations."
- 7. VIDEO EXCHANGE:** Teams agree to "open" exchange of video for all regular season games prior to the contest above.
- 8. DAMAGES:** Either party failing to comply with the conditions of this agreement, either by cancellation or failure to appear, shall forfeit money in the amount of twenty thousand dollars (\$20,000) unless such cancellation shall be by mutual consent of both parties, terms of Force Majeure, or the fact this agreement is being signed by each party with full knowledge of the ongoing COVID-19 Pandemic. If this event is cancelled due to Pandemic related concerns by the authorized medical staff either school or conference no party will be considered to be in breach and there shall be no damages owed by either party.

9. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained herein, neither party shall be liable and any corresponding obligation to pay will be waived or pro-rated for any delays or failures in full performance resulting from acts beyond the parties' reasonable control including, without limitation, acts of God, government orders or recommendations, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, pandemics, labor difficulties or civil unrest, including any such act that results in either party unable to perform, including regulation or directive the NCAA or the respective athletic conference of either party prohibiting or restricting from the playing the game.
10. **COVID PROTOCOLS:** Both teams agree that COVID-19 related protocols and safety measures are evolving based on guidance from the Centers for Disease Control and Prevention, the COVID-19 Medical Advisory Group, conference medical panels, campus policies and other federal, state and local agencies. Each team will monitor any shifts in the national or local health landscape that will influence COVID protocols at that time of the contest (e.g. Tier 1 testing, vaccines, contact tracing, social distancing, symptom checking, etc.). Both teams agree Tier 1 personnel will follow, at minimum, NCAA or applicable public health standards set by their local or state communities unless mutually agreed otherwise.

11. VALIDITY

This contract is valid only if signed and returned to Angie Petrovic by August 15, 2024.

UNIVERSITY OF DAYTON

Signed: 
Angie Petrovic (Aug 5, 2024 16:31 EDT)

Date: Aug 5, 2024

Printed Name: Angie Petrovic

Cell Phone: 937-620-9575

Title: Senior Associate AD/SWA

Signature of Coach: 
Tamika Jeter (Aug 5, 2024 16:47 EDT)

Date: Aug 5, 2024

Name of Coach: Tamika Jeter

MIAMI UNIVERSITY

Signed: 
Chauncey Winbush (Aug 19, 2024 22:18 EDT)

Date: Aug 19, 2024

Printed Name: Chauncey Winbush

Cell Phone: 410-963-4932

Title: Deputy AD

Signature of Coach: 
Glenn Box (Aug 8, 2024 08:59 EDT)

Date: Aug 8, 2024

Name of Coach: Glenn Box