

Football Game Agreement

THIS AGREEMENT is entered into on March __, 2025 by and between the Indiana University Department of Intercollegiate Athletics, on behalf of the Trustees of Indiana University ("IU"), and Miami University (OH) ("Visiting Team") (collectively, the "Parties").

WHEREAS, IU and the Visiting Team desire to provide for the participation between the Parties' varsity football teams in a game of football;

NOW, THEREFORE, in consideration of the foregoing, IU and the Visiting Team agree as follows:

1. **Event.** The varsity football team representing IU and the Visiting Team shall participate in the game of football at IU in Bloomington, Indiana on September 16, 2028 (the "Game") at a time to be determined by IU, in conjunction with agreements with the Big Ten Conference and its television partners concerning the broadcast of the Game.
2. **Rules of the Contest.** The Game, including the eligibility of the participating players and coaches, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the Big Ten Conference, the Visiting Team's conference and the institutional rules of IU and the Visiting Team.
3. **Compensation.** IU agrees to pay the Visiting Team \$1,300,000.00 for participation in the Game within 60 days following the Game.
4. **Officials.** The officials who shall be in charge of officiating the Game shall be appointed by the Big Ten Conference.
5. **Tickets and Visiting AD Suite.** IU shall determine ticket prices for the Game. The Visiting Team shall be allowed 400 complimentary tickets in the Visiting Team section of Memorial Stadium. IU will offer an additional 1,000 tickets on consignment to be sold by Visiting Team to Visiting Team's fans. Any unsold tickets must be returned to IU by August 1, 2028. Visiting Team agrees to work within the policies and procedures of the IU Athletics Ticket Office for these sales. IU will host the Visiting Team Athletic Director ("AD") in the Visiting Team AD Suite for the game and will provide sideline passes and parking for the Visiting Team AD.
6. **Cheerleaders and Mascots.** Upon approval of IU, which approval shall not be unreasonably withheld, the Visiting Team's cheerleaders and mascot who are dressed in uniforms will be admitted to the Game at no cost; will be permitted to perform under the rules and regulations of IU; and will not be included in the complimentary ticket allowance.
7. **Vending.** IU 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 IU.

8. **Medical Care.** IU shall have a medical doctor and an ambulance at the Game site throughout the duration of the Game.
9. **Television Broadcast Rights.** Visiting Team 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 IU home football games have been assigned by IU 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 games; (b) IU has no ability to grant to Visiting Team any rights for the telecast or distribution of the Game played pursuant to this Agreement; and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Game played pursuant to this Agreement.
10. **Radio Broadcast Rights.** IU shall retain the right of contracting for radio broadcast of the Game and shall retain the revenue from all radio rights to broadcast the Game. Notwithstanding the above, the Visiting Team shall have the right of designating one radio station in its home area which shall be given the right, for free, to broadcast a live radio description of the Game. Receipts for this broadcast shall belong to the Visiting Team.
11. **Use of Game Video.** Each team shall have the right to produce films and/or videotapes 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 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. IU 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 the Game played pursuant to this Agreement shall be governed by a separate agreement between the Big Ten and Visiting Team. Each team may retain all income that it may receive from such opportunities.
12. **Force Majeure.** This Agreement shall be void with respect to the Game in the event that it becomes impossible to play the Game by reason of unforeseen catastrophe or disaster, including but not limited to fire, flood, earthquake, inclement weather, war, confiscations, by order of government, military or public authority or prohibitory injunctive orders of any competent judicial or other governmental authority. Notice of such catastrophe or disaster shall be given as soon as reasonably practicable. No such cancellation shall affect the Parties’ obligations as to subsequent games, if any, covered by this Agreement, unless agreed to by mutual consent.
13. **Termination.** This Agreement may be terminated under the following conditions:
 - A. By mutual consent of both Parties, in writing.

B. By either party if that party has formally dropped NCAA participation in the sport identified in this Agreement.

14. Cancellation and Failure to Appear. IU hereby acknowledges and agrees that Visiting Team is an instrumentality of the State of Ohio, and is subject to the Ohio Constitution and other applicable laws, including, without limitation, the Ohio Court of Claims Act (Ohio R.C. Chapter 2743) and Ohio R.C. 9.27. Under applicable Ohio law, Visiting Team is liable for actual damages resulting from contractual breaches. If the Game covered by this Agreement is canceled, the parties acknowledge that the non-cancelling party could incur actual damages, and that pursuing such damages might lead to net collections that are lower than the actual damages and could also generate ill-will. Therefore, unless cancellation is justified under the terms of this Agreement or applicable law, or agreed upon mutually, both parties are obliged to initially resolve any cancellation disputes through negotiation involving senior officials from each side before seeking legal recourse under applicable law. Senior officials are defined as each party's respective athletic directors or other individuals authorized to sign contracts on behalf of their respective organizations. Senior officials must undertake reasonable efforts to resolve disputes within ninety (90) business days of formally initiating a dispute through a written notice that complies with the notice requirements of this Agreement, detailing the specific issues at stake. As used herein, the term "reasonable efforts" means engaging in at least one face-to-face or virtual meeting and any necessary follow-up communications. If the dispute remains unresolved after the designated negotiation timeframe, the parties will not seek additional damages. Instead, the party in breach will pay the lesser amount between \$1,000,000 USD or the actual, reasonable, and documented damages as prescribed by applicable law; provided, however, that for damages incurred by Visiting Team, the parties may need to seek the permission of the Ohio Attorney General and/or the Ohio Court of Claims. Notwithstanding anything to the contrary in this Agreement, the non-breaching party is obligated to make reasonable efforts to mitigate their damages, and any failure to mitigate their damages may bar recovery under this paragraph.

15. Conference Assessments. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.

16. Notices. Any notice required to be given under this Agreement by either IU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to IU:	Deputy Director of Athletics & COO Indiana University North End Zone 1001 E. 17th Street Bloomington, IN 47408
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If to the Visiting Team:	Athletic Director Miami University Millett Hall - Room 234
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500 E Sycamore St
Oxford, OH 45056

Severability. 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.

17. **Waiver of Rights.** 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.
18. **Integration.** This Agreement constitutes the entire Agreement between the two Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both Parties.
19. **Authorization.** 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.

INDIANA UNIVERSITY

By:

Stephen Harper
Electronically signed
by: Stephen Harper
Date: Jul 10, 2025
21:24 EDT

Stephen Harper
Deputy Director of Athletics & COO

KB

Donald S. Lukes
Electronically signed
by: Donald Lukes
Date: Jul 11, 2025
06:56 EDT

Donald S. Lukes
University Treasurer

JS

VISITING TEAM

By:

Signed by:
David Saylor
48E4DC807EA94A0...

Director of Athletics

DocuSigned by:
David Creamer
F020505DAD0244C...

David Creamer
Senior V.P. for Finance & Business Services