



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – HOME GAME/EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the ____ day of November, 2021, by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and the Trustees of the College of Holy Cross (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)
September 12, 2026	Yager Stadium, 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 here in this Agreement.
4. **COMPENSATION.** The Home Team agrees to pay the amount of \$320,000.00, to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in Section 5 shall be the sole compensation due to Visiting Team for each event. 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 associated with the event except the expenses of the Visiting Team. The Home Team shall provide the Visiting Team with five hundred (500) complimentary reserved tickets and the right to purchase additional tickets. Any unsold tickets purchased by Visiting Team are due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above,

and if returned by this deadline, Visiting Team shall receive reimbursement for the cost of all returned tickets. Band members, cheerleaders and mascots for the Visiting Team shall be admitted without charge when in uniform and shall not be included in the complimentary ticket allotment. In addition, the Visiting Team shall be allowed sixty (60) sideline passes at no charge. These passes shall be in addition to complimentary tickets and the free admission of bands, cheerleaders and mascots. Such passes are for use by coaches, trainers, and working personnel only.

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, unless such failure is capable of being cured by the party and is cured within thirty (30) days of such party's receipt of written notice of such failure from the other party; or
 - (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 renders the proposed event(s) unplayable or deprives the other party of the benefit of participating in the event.

In the event this Agreement is duly terminated pursuant to this Section 7, the non-breaching party shall be entitled to damages from the breaching party consistent with Section 8 below.

8. **DAMAGES.** If a party cancels its participation or fails to participate in the event for any reason other than pursuant to the grounds set forth in Section 10 of this Agreement, then such party shall pay to the other party liquidated damages in the amount of \$320,000, 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 reasonable repair or replacement costs occasioned by any physical damage (except usual wear and tear) that Visiting Team inflicts upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces.
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, and multi-media rights holder unless otherwise stated here. Notwithstanding the foregoing, Visiting Team shall be allowed: (i) two free radio outlets, one for a live commercial radio broadcast of the event for which the Visiting Team shall retain the revenue from such broadcast and one student non-commercial radio broadcast; and (ii) to produce films and/or videotapes of the event for coaching purposes ("Coaches' Films"). The Home Team shall provide reasonable access and facilities for

Visiting Team's film/videotape equipment and personnel for purposes of recording Coaches' Films. Coaches' Films shall not be used for commercial or promotional purposes or for any other purpose other than coaching purposes.

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 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; (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.); (j) the inability of Visiting Team, despite its best efforts, to maintain its football scholarship threshold as required by NCAA Bylaw 18.7.2.1.1; and (k) 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; or (y) frustrates the purpose of this Agreement; and (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 upon thirty (30) days' written notice to the other party ("Offending Party"), if at any time prior to the event(s), any of the following occur and the Offending Party does not cure the offense, if reasonably curable, within the 30-day notice period: (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities related to this Agreement or the Offending Party's football team, or in violation of NCAA rules ; (b) the Offending Party commits any act or becomes involved in any situation or occurrence related to this Agreement or the Offending Party's football team, or in violation of NCAA rules, 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, and which materially reflects unfavorably upon the Terminating Party or materially reduces the commercial value of the Terminating Party's association with the Offending Party under this Agreement; or (c) information becomes public that (a) or (b) has occurred within one year prior to the date on which this Agreement is executed or thereafter; or (d) the Offending Party makes or authorizes defamatory statements regarding the Terminating Party and such statements are published to the general public at any time following execution of this Agreement. The notice contemplated by the preceding sentence must be issued by the Terminating Party within ten (10) days following the date on which the

Terminating Party knows or has reason to know (by way of, for example and without limitation, news reports, press releases, internet publication, or other publications available to the general public) of the occurrence that gives rise to the notice; if no such notice is issued within such 10-day period, the Terminating Party irrevocably waives any right of termination or suspension under this Section 11 with respect to such occurrence. If this Agreement is terminated or suspended pursuant to this Section 11, the Terminating Party shall not be liable for any fees or other amounts (i) that otherwise would have been due to the Offending Party absent termination or (ii) until after the suspension has ended (as the case may be). As used in clauses (a) through (d) of this **Section 11**, the term Offending Party includes only executive-level administrators and executive-level athletics staff of a Party.

12. **COVID-19 PROTOCOL AND TESTING.** Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19, including, without limitation, all protocols related to quarantining/isolating and contact tracing, to the extent such policies and requirements remain in effect. 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.
13. **INSURANCE.** Each party shall maintain comprehensive general liability insurance or a program of self-insurance in amounts that are commercially reasonable. Upon request, a party shall provide the other party with written proof of insurance.
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 remainder 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, waived, or abandoned, except by a signed, 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.

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

MIAMI UNIVERSITY

By: David B. Creama
Sr. VP for Finance and Business

Date: February 4, 2022

By: _____
Athletic Director or Designee

Date: _____

SFS Initials: _____

TRUSTEES OF THE COLLEGE OF THE HOLY CROSS

By: Dorothy A. Hauver
Dorothy A. Hauver
Vice President for Finance & Administration

Date: 11/01/2021