



MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 25th day of August, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Heidelberg 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 Men's Basketball 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)
November, 20, 2021	Millett Hall, 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.** The Home Team agrees to pay the amount of \$3,000 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting

Team with 75 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.

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).
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 \$50,000, 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 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, 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.

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

FOR: MIAMI UNIVERSITY

By: 

Head Coach

Title: _____

Date: 9-1-21

SFS Initials: 1-11-21

By: 

Athletic Director or Designee

Title: Deputy ADs Chris of Staff

Date: 9/11/2021

By: 

Head Coach

Title: MBB Head Coach

Date: 8/26/21

By: 

Athletic Director or Designee

Title: Director of Athletics

Date: 8/26/2021



INDIANA STATE UNIVERSITY CONTEST AGREEMENT

This agreement shall be by and between the Indiana State University Department of Intercollegiate Athletics and Miami University. The mentioned parties hereby stipulate and agree to the following provisions:

1. That the Men's Basketball teams of the two institutions shall agree on the following scheduled competition(s):

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
December 4, 2021	1 p.m.	Hulman Center

2. That in consideration of the above-referred competition, the Host Institution shall pay the Visiting Institution the sum of Return game December 3, 2022. This amount shall be forwarded to the Visiting Institution by the Host Institution no later than ninety (90) days following the competition scheduled under this agreement.
3. Complimentary admissions will be administered with NCAA regulations. A total of 70 complimentary admissions will be provided.
4. Game officials will be the responsibility of the Host Institution. Indiana State University supports the Collegiate Commissioners Association recommendation to eliminate split officiating crews. Officials for the above contest(s) will be assigned by the Missouri Valley Conference.
5. If weather conditions, labor strikes, war, acts of God, pandemic (including the current COVID-19 pandemic), or other such emergencies do not permit competition to occur on the agreed date(s), then the institutions shall reschedule the event if reasonably possible. Such rescheduling or permanent cancellation shall be in writing and shall be attached to this agreement.
6. The contract shall be signed and returned to the following address within THIRTY (30) days after receipt to be of binding legal effect. Should the contract not be received within this time, it shall, at the option of Indiana State University, be null and void and of no effect.
7. That the parties signing the agreement on behalf of the respective institutions warrant their authority and capacity to do so and each party hereby relies upon said assurance and representation.
8. That it is agreed by both institutions that in the event of a breach by either institution, actual damages would be of an uncertain amount and, in view of the fact; the breaching institution shall pay the non-breaching institution \$100,000.00 as reasonable and contemplated liquidated damages. If cancellation is by mutual consent, this contract shall be null and void.
9. Media Rights.
 - A. Television. The parties agree that the games to be played under this agreement should have maximum media exposure. Accordingly, Miami University agrees as follows:
 - i. All rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, and via any and all forms of media and methods of distribution) home athletic contests and certain games played at a neutral site have been assigned by Indiana State University to the Missouri Valley Conference, which in

- turn has entered into agreements with certain third parties for the telecast or distribution of such games.
- ii. The scheduled start time for the game(s) is solely at the discretion of the host institution and may be changed up to 30 days in advance of the game in order to accommodate television. Any change in the scheduled start time that occurs 29 or fewer days in advance of the game must be mutually agreed upon by the participating institutions.
 - iii. Any change in the date of the game, including changes for television, must be mutually agreed upon by the participating institutions.
 - iv. Indiana State University has no ability to grant to Miami University any rights for the telecast or distribution of games played pursuant to this agreement in which Indiana State University is the home team or of games played pursuant to this agreement at certain neutral sites. Such rights may only be granted by prior written approval of the Missouri Valley Conference office.
 - v. The MVC shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this agreement in which Indiana State University is the home team or of games played pursuant to this agreement at certain neutral sites.
 - vi. Media timeout formats are determined by the host institution's conference.
- B. Indiana State University agrees that Miami University shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games in which Miami University is the home team and to retain any revenues derived therefrom.
- C. Any interpretations of the home team conference's television rights and agreements shall be made by the home team's conference office.
- D. Use of Game Footage. The visiting team shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and other noncommercial internal uses. Otherwise, such films and/or videotapes may not be replayed, used or otherwise distributed by the visiting team to any person, except that a maximum of two minutes (2:00) of video footage (without audio) may be used in bona fide news reports within 48 hours following the conclusion of the game. Additional rights may only be granted by prior written approval of the Missouri Valley Conference office.
- E. Radio Rights. All radio broadcast rights to the games played pursuant to this agreement (including without limitation national, regional, local, satellite, and terrestrial radio rights) are owned by the home team, except that the visiting team shall be provided space for one (audio-only) radio broadcast outlet for the non-exclusive regional terrestrial broadcast by the visiting team's flagship station and additional (audio-only) terrestrial distribution on the visiting team's regional network of terrestrial radio stations.



Indiana State University



Dennis Darke, Assistant A.D. – Facilities/Ops




Josh Schertz, Head Coach

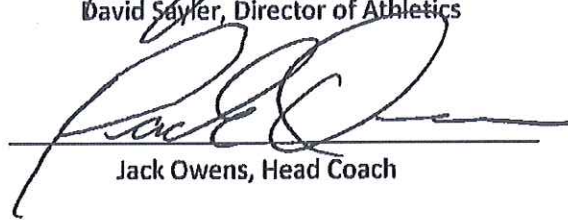
5/19/21

Date

Miami University



David Saylor, Director of Athletics



Jack Owens, Head Coach

5-10-21

Date

Please return one fully executed and signed copy to:

Dennis Darke
Assistant Athletic Director
Facilities/Game Operations
Arena 104H
401 N. 4th St.
Terre Haute, IN 47809
Dennis.Darke@indstate.edu



**FIRST AMENDMENT TO THE
2020 SHOWCASE AGREEMENT**

This **FIRST AMENDMENT** to the **2020 SHOWCASE AGREEMENT** (this "**FIRST AMMENDMENT**") is entered into as of June 14, 2021 by and among MIAMI UNIVERSITY (the "**PARTICIPANT**") and **BDG SPORTS, LLC** ("**bdG**").

BACKGROUND

- A.** PARTICIPANT and bdG entered into that certain **2020 SHOWCASE AGREEMENT** dated **March 13, 2020** (the "**AGREEMENT**").
- B.** Due to the COVID-19 pandemic, PARTICIPANT and bdG agreed to postpone PARTICIPANT'S participation as required by the Agreement.
- C.** To accommodate such postponement, PARTICIPANT and bdG desire to amend the Agreement to extend the Term of the Agreement to include its participation in the **2021 SHOWCASE**, among other things, on the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Definitions.** All capitalized terms used in this First Amendment and not otherwise expressly defined herein shall have the meanings ascribed to such terms in the Agreement.
- 2. Amendment to Section 1.** Effective as of the date of this First Amendment, Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Description of the Events.

The Multi-Team "Exempt" Events (the "Events"), governed by NCAA By-Law 17.4.5.1.1, shall consist of six (6) college basketball games featuring four (4) Division I men's college basketball teams as participants to be played during the 2021-2022 men's basketball season. Per the NCAA Bylaw, the Georgia Institute of Technology will serve as the member institution sponsoring this event.

In the event, Participant shall play two (2) home games on Nov. 13, 2021 versus Lamar University and Nov. 17, 2021 versus Stetson University (the "Home Games") and one (1) road game (the "Road Game") on Nov. 9, 2021 versus the Georgia Institute of Technology. Any changes in dates and/or opponents will be mutually agreed upon by bdG and Participant.

- 3. Amendment to Addendum A.** Effective as of the date of this First Amendment, Addendum A of the Agreement is hereby deleted in its entirety and replaced with the following:

"For participation in the Tournament, PARTICIPANT previously paid the Consideration of \$75,000 in full. bdG shall apply this full payment toward the 2021 Showcase and PARTICIPANT."

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first above written.

ACCEPTED AND AGREED:

bdG Sports, LLC



Brooks D. Downing

President

Miami University Athletics



Name:

Jade Kelly

Title:

Deputy AD & Chief of Staff

6/17/2021



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 19th day of August, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and ~~Spaulding University~~ (hereinafter designated as the “Visiting Team”).

SPALDING

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 Men’s Basketball 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)
December 21, 2021	Millett Hall, 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 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.** The Home Team agrees to pay the amount of \$3,000 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 75 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.

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, and lodging related to participation in the event, unless otherwise stated here. The home team will provide the visiting team with a post game meal of Pizza for their travel party.
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).
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 \$50,000 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 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 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 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 WHEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.

FOR: MIAMI UNIVERSITY

By: 

Head Coach

Title: _____

Date: 9-1-21

SFS Initials: 1  2.1

By: 

Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 9/1/2021

By: 

Head Coach

Title: Kevin Gray

Date: 8/31/21

By: 

Athletic Director or Designee

Title: Athletic Director

Date: 8.31.21



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 6th day of August, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and University of Cincinnati (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 Men’s Basketball 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)
December 1, 2021	Millett Hall, Oxford OH	7pm
December 14, 2022	Fifth Third Arena, Cincinnati, OH	TBA

*This contract voids the previous competition agreement signed on July 14th, 2021 agreeing to competition on October 30, 2021 at Miami University and return competition at the University of Cincinnati in 2022.

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 consist of a blended crew agreed upon by the conference supervisors with Mike Eades or the AAC supervisor having final say on any disagreements that may arise.
4. **COMPENSATION.** The Home Team agrees to pay the amount of No compensation 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting

Team with 100 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.

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).
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 \$150,000 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 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, 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.

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

By: Jack Owens
Head Coach

Title: _____

Date: 8/16/2021

SFS Initials: JK for SFS

By: Jude Kelly
Athletic Director or Designee

Title: _____

Date: 8/16/2021

FOR: UNIVERSITY OF CINCINNATI

By: Brent Peebles
Brent Peebles

Title: Assistant Contracting Officer

Date: 8/16/2021



Miami University
Intercollegiate Athletics – Event Contract

This agreement is made and entered into as of the ^{20th} ~~1st~~ day of ^{November} ~~October~~, 2019 by and between Miami University Intercollegiate Athletics (hereinafter designated as the Home Team), and Western Illinois University (hereinafter designated as the Visiting Team). ^{or pay \$K/50}

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 Men's Basketball 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)
December 21, 2020	Oxford, OH	TBA
December 4, 2021	Macomb, IL	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 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.** The Home Team agrees to pay the amount of \$0, 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 school 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 75 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.

20-0452

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 contract;
 - (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).
8. **DAMAGES.** If a party terminates the Agreement pursuant to the grounds set forth in Section 10, the terminating party shall be paid liquidated damages in the amount of \$50,000 by the other party, 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.** It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which hereafter arise by reason of unusual occurrences, Acts of God and Nature, Acts of a Common Enemy, and which would make desirable or necessary the cancellation of this Agreement, or any portion thereof. If either party, because of an occurrence of such an exigency, should indicate in writing its desire to cancel this Agreement, or any portion thereof, the Agreement to that extent shall be cancelled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by both parties.
11. **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.

12. 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.

13. 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 WHEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.

FOR: MIAMI UNIVERSITY

By: 

Head Coach

Date: 10-1-19

* OK w/ 50K
Buyout
11-20-19

FOR: _____

By: 

Head Coach

Date: 11-20-19

Event Management Initials: CGS

By: 

Athletic Director or Designee

Date: 10/2/19

* OK w/ 50K
Buyout
11/20/19

By: _____

Athletic Director or Designee

Date: 11/22/19



Martin Abraham, Interim President

1-28-2020


Elizabeth Duvall, General Counsel

1-28-2020

2/28/2020
HS



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 2nd day of June, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Bellarmino 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 Men’s Basketball 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)
December, 18, 2021	Millett Hall, Oxford, OH	TBD
December 17, 2022	Louisville, KY	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.** The Home Team agrees to pay the amount of No compensation 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 75 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.

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).
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 \$150,000 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 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, 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.

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

FOR: MIAMI UNIVERSITY

By: _____

Head Coach

Title: _____

Date: 6-14-21

By: _____

Head Coach

Title: _____

Date: 6/11/21

SFS Initials: _____

By: _____

Athletic Director or Designee

Title: _____

Date: 6/17/2021

By: _____

Athletic Director or Designee

Title: _____

Date: 6/11/21



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 8th day of September, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Capital 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 Men’s Basketball 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)
November, 4, 2021	Millett Hall, Oxford OH	7pm

This contract will serve as a replacement to the previous contract issued on August 30, 2021. That stated a game date of November 3, 2021, which has been changed to November 4, 2021.

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.** The Home Team agrees to pay the amount of \$2,000 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting

Team with 75 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.

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).
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 \$50,000, 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 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, 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.

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

FOR: MIAMI UNIVERSITY

By: _____

Head Coach

Title: _____

Date: _____

9-10-21

By: _____

Head Coach

Title: _____

Date: _____

9-8-21

SFS Initials: _____

By: _____

Athletic Director or Designee

Title: _____

Date: _____

9/11/2021

By: _____

Athletic Director or Designee

Title: _____

Date: _____

Sept 8 2021



Atlantic Coast Conference
NON-CONFERENCE MEN'S BASKETBALL CONTRACT

THIS AGREEMENT made and entered into this 20th day of May 2021 by and between
Clemson University, hereinafter designated as the HOME TEAM, and
Miami University (Ohio), hereinafter designated the VISITING TEAM.

DATE	PLACE	TIME	VARSITY
<u>12-14-21</u>	<u>Clemson, SC</u>	<u>7:00 PM</u>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>

1. The eligibility of all players to participate in said game shall be determined by the rules and regulations of the ATLANTIC COAST CONFERENCE and of Mid American CONFERENCE; each team subscribing to the rules and regulations of its own Conference or Institution, if non-affiliated.
2. The HOME TEAM agrees to furnish the VISITING 75 complimentary tickets. (If possible, these seats are to be placed behind the visiting team bench.)
3. The VISITING TEAM Official Party shall consist of a maximum of twenty-three (23) persons. The HOME TEAM will furnish eighteen (18) chairs for players, coaches, trainer, and doctor during game.
4. Officials shall be appointed by the ATLANTIC COAST CONFERENCE.
5. The radio broadcast of the game shall be under the control of the HOME TEAM. The rights of each team are as follows: the HOME TEAM shall retain the revenue from, and full control of, radio rights, but with the understanding that the VISITING TEAM shall have one outlet free of charge and the revenue derived therefrom.
6. Telecast: Telecast Rights (as defined herein) for the basketball games contracted for in this Agreement are granted to the Conference of the HOME TEAM (or if the HOME TEAM is not a member of a Conference, then to the HOME TEAM), provided that if the Atlantic Coast Conference team is the VISITING TEAM for a game and such game will be played at a neutral site, the grant of Telecast Rights for such game is subject to the prior written approval of the Atlantic Coast Conference. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual materials 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 broadcasts (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, DVD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. A division of the Telecast Rights fees between the HOME TEAM and the VISITING TEAM will be determined prior to the Telecast of any neutral site basketball game as contracted for in this Agreement. In addition, in connection with any Telecast of any such game, all rules, regulations and relevant contractual obligations of the Conferences to which the parties may belong which are applicable to the Telecast of basketball games must be complied with, and the relevant rules and regulations of the NCAA must also be complied with.
7. Additional agreements: (Cancellation penalty, etc.)

Clemson University agrees to pay Miami University (Ohio) \$85,000.

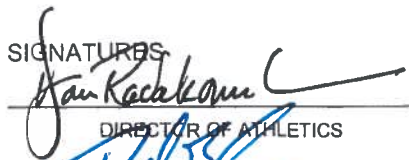
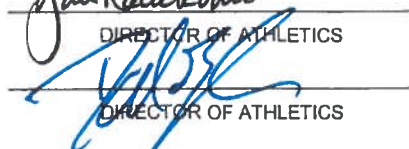
Public Health and Safety.

The parties enter into this agreement with the mutual expectation that the above referenced game will be played without any limitations on seating or crowd density due to public health and safety concerns and with the mutual expectation that both parties will be able to field the full number of players permitted for its game roster. Despite this expectation, that parties are aware that measures to protect public health and safety during the COVID19 pandemic, including but not limited to quarantine, isolation, or social distancing, may limit the ability of the host institution to fill its seating capacity or the ability of either party to compete with a full game roster.

Both parties agree to revisit any potential pandemic-related attendance ramifications no later than October 1st, 2021 to determine if a good-faith negotiatin is needed on terms of this contract. This will be confirmed in writing as to what, if any, changes might be requested and then mutually agreed upon.

If the aforementioned public health and safety measures limit the host institution's ability to compete with a full game roster, then the parties may agree to reschedule the game. If after a reasonable time under the circumstances, the parties are unable to find a mutually agreeable alternative date to host this game, then this agreement shall be null and void.

SIGNATURES

 _____ DIRECTOR OF ATHLETICS	Clemson University _____ HOME INSTITUTION	_____ DATE
 _____ DIRECTOR OF ATHLETICS	Miami University _____ VISITING INSTITUTION	5/24/21 _____ DATE

Federal I.D. Number: _____
Updated 5/21/20



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 25th day of August, 2021 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Defiance College (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 Men’s Basketball 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)
November, 23, 2021	Millett Hall, Oxford OH	TBD

This contract will serve as a replacement to the previous contract issued on August 19, 2021.

That stated a game date of November 20, 2021, which has been changed to November 23, 2021.

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.** The Home Team agrees to pay the amount of \$3,000 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 except the expenses of the Visiting School. The Home Team shall provide the Visiting

Team with 75 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.

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. The home team will provide the visiting team with a post game meal of Pizza for their travel party.
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).
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 \$50,000, 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 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.

From: copier@defiance.edu
Subject: Message from "AthleticsCopier"
Date: August 30, 2021 at 3:40 PM
To: jgibson@defiance.edu

C

This E-mail was sent from "AthleticsCopier" (MP 6002).

Scan Date: 08.30.2021 15:24:30 (-0400)
Queries to: copier@defiance.edu

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, 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.

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

By: 

Head Coach

Title: _____

Date: 9-1-21

SFS Initials: 

By: 

Athletic Director or Designee

Title: Deputy AD, Championships

Date: 9/1/2021

By: 

Head Coach

Title: Head Men's Basketball Coach

Date: 8/30/21

By: 

Athletic Director or Designee

Title: Athletic Director

Date: 8/30/21