



Department of Athletics
1800 Lincoln Avenue * Evansville, Indiana 47722
812-488-2237 * Fax 812-488-2199
www.GoPurpleAces.com

October 26, 2020

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

Dear David:

In accordance with the Agreement last dated October 16, 2020, the University of Evansville and Miami University Men's Basketball teams are scheduled to compete in an MTE at the University of Evansville home facility, the Ford Center, starting on Thursday, November 26, 2020 as well as additional contests in future years..

Please let this letter serve as an amendment to the referenced Agreement, to change the WITNESSETH, SPORT and COMPLIMENTARY TICKETS sections of the contract to read:

WITNESSETH

WHEREAS, the parties desire to schedule two (2) Men's Basketball contests. The parties mutually desire that the games to be played hereunder should have maximum media exposure, including exposure via television and radio coverage.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SPORT. The Visiting Institution's Men's Basketball team will play at a mutually agreed upon date and time TBD during the 2023-24 season at the Host Institution's facility in Evansville, Indiana. The Host Institution's team will play at a mutually agreed upon date and time TBD during the 2022-23 season at the Visiting Institution's facility in Oxford, Ohio.

V. COMPLIMENTARY TICKETS. The Visiting Institution shall be allowed fifty (50) complimentary tickets.

All other contractually agreed provisions remain unchanged.

Thank you for your flexibility and understanding in these uncertain times. Please sign and return a copy of the agreement to my attention. If you have any questions or concerns please let me know at ms628@evansville.edu or my cell phone (812) 708-2122.

Mark D. Spencer - Director of Athletics

SIGNATURE PAGE:



Mark D. Spender - Director of Athletics
University of Evansville

10/26/20

Date



Mark Saylor - Director of Athletics
University of Evansville

10/27/20

Date

cc: Jack Owens
Todd Lickliter
Logan Baumann



**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, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Goshen 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 12, 2022	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 \$ 2500.00 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 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 arranging 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 \$ 100,000.00, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

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

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

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

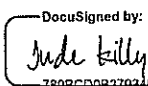
14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.

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

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


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


FOR: MIAMI UNIVERSITY

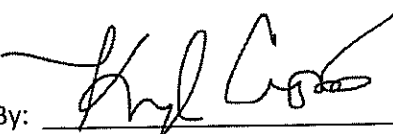
By: 
 7808CD082703161...
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 9/13/2022

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee
Head coach Goshen
college

Date: 09/13/22

**UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC.
COMPETITION AGREEMENT**

UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC - P.O. BOX 1472 - ATHENS, GEORGIA 30603-1472

This agreement is made and entered into as of this 21st day of June (month), 2022 (year), and is between the University of Georgia Athletic Association, Inc. ("UGAA") and Miami Ohio University Athletics ("Visiting Institution"). The parties agree as follows:

FIRST: The parties hereto mutually covenant and agree that a contest between their teams (the "Game") shall be held in accordance with the following conditions:

SPORT: MEN'S BASKETBALL
DATE: MONDAY, NOVEMBER 14, 2022
SITE: ATHENS, GA – STEGEMAN COLISEUM
TIME: TBA
RULES: NCAA
OFFICIALS: SEC

SECOND: That the Home Team agrees to pay Visiting Institution the sum of \$ 85,000 ("Guaranteed Payment") for participating in the contest.

THIRD: Except in case of a Force Majeure Event (as defined herein), cancellation of this agreement must be by mutual consent, which is in writing, and signed on the same document by both parties. Either party failing to comply with the conditions of this contract, either by cancellation or failure to appear, shall forfeit money in the amount of \$ 85,000 ("Liquidated Damages") unless such cancellations shall be by mutual consent or due to a Force Majeure Event, in which case this agreement shall be null and void.

For purposes of this agreement, a "Force Majeure Event" is an act of God, inevitable accident, fire, lockout, national day of mourning, extreme weather or other natural disaster, war, terrorism, civil unrest, epidemic, pandemic, or other public health emergency, or because of any other reason beyond the reasonable control of one of the parties that is generally regarded as "force majeure," which makes impossible or impractical the playing of the Game or which prevents the participation of at least one of the parties in the Game. For avoidance of doubt, a Force Majeure Event includes a cancellation of the Game as a result of a COVID-19 outbreak as dictated by a federal, state, or local law, the NCAA or either team's conference regulations, the event site's regulations, or either team's reasonable judgment that it has an insufficient number of student-athletes to participate in the Game due to isolation/quarantine requirements. Notwithstanding the foregoing, none of the following shall constitute a Force Majeure Event: the imposition of a sanction by the NCAA (including without limitation prohibiting participation in a televised game) or by either party's athletic conference; any self-imposed measure by a party which affects such party's ability to participate in the Game; or the discontinuation of either party's program.

If a Force Majeure Event occurs, then (a) the parties will exercise their best efforts to attempt to reschedule the affected Game on a mutually convenient date during the season in which the affected Game was scheduled to be played; and (b) if the parties are unable to reschedule the affected Game during the season in which it was to be played, then the parties shall be relieved of their respective obligations under this agreement with respect to the Game affected by such Force Majeure Event. For avoidance of doubt, in the event that the Game is not played on account of a Force Majeure Event and the parties are unable to agree on rescheduling, UGAA shall have no obligation to make the Guaranteed Payment to Visiting Institution and neither party shall have the obligation to pay Liquidated Damages.

FOURTH: The Game shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the Southeastern Conference (the "SEC").

FIFTH: Visiting Institution shall be allowed 100 complimentary tickets.

SIXTH:

1. **Radio and Other Audio-Only Distribution Rights.** All radio distribution rights and other rights to create and distribute an audio-only account of the Game by means of any wired or wireless device of any means or method of distribution, whether now existing or hereafter developed, shall be the sole and exclusive property of the University of Georgia and UGAA, except that UGAA grants a limited, non-exclusive license (with no right of sublicense) to Visiting Institution to create and distribute its own live audio-only account of the Game, but only for distribution by means of: **(a)** the established network of terrestrial radio stations maintained by Visiting Institution for the entire season in which the Game is to be played for distribution only by terrestrial over the air radio; and **(b)** the official athletics Internet web site of Visiting Institution. The receipts from such permitted audio broadcasts by Visiting Institution shall belong to Visiting Institution. UGAA agrees to provide, at no charge, reasonable space at the event site for the radio personnel and equipment for Visiting Institution's radio broadcast of its account of the Game. Such space shall be of a size and in a location consistent with that customarily provided by UGAA to visiting teams. Visiting Institution shall be responsible for all of its equipment and expenses in connection with such audio broadcast of the Game. Except for the foregoing limited, non-exclusive license granted by UGAA to Visiting Institution to create and distribute such audio broadcast as specifically set forth in the first sentence of this Section 6, all other rights, privileges, and receipts from such audio accounts of the Game, including without limitation by means of satellite, terrestrial or Internet radio or audio streaming by means of the Internet through any web site whatsoever, shall be reserved by and shall be the sole and exclusive property of the University of Georgia and UGAA.
2. **All Other Visual and Audiovisual Distribution Rights.**
 - a. The Visiting Institution acknowledges and agrees that the SEC and UGAA own and retain all television, pay per view, satellite, cable, Internet, and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred to as a "Broadcaster") the Game and any and all portions of the Game (including media interviews and pre and post-Game material and events), in whole or in part, live or delayed, throughout the universe by any and all means, uses, and media now known or hereafter developed (including via local, regional, or national cablecast or over-the-air transmission, and including by video or audio streaming or other visual or audiovisual transmittal of actual events or portions or summaries thereof via the Internet)(collectively referred to herein as the "Broadcast Rights"). If and to the extent Visiting Institution has or will have any such Broadcast Rights, Visiting Institution irrevocably assigns, conveys, and transfers all such rights (including full ownership of all copyrights) to UGAA in perpetuity, and UGAA accepts such assignment, conveyance, and transfer. (As used herein, the term "Internet" means a global information network consisting of interconnected, but independent, computers including but not limited to, the World Wide Web.) Visiting Institution represents and warrants that it is able to participate in a game to be Broadcast.
 - b. Notwithstanding the foregoing, Visiting Institution shall have the right to produce films and/or videotape of the Game for internal use by Visiting Institution's coaches and student-athletes and for evaluation only and for no other purpose. In addition, subject to the time frame restrictions in the SEC's television agreements and subject to UGAA otherwise advising Visiting Institution of different usage rights, Visiting Institution shall be granted a limited, non-exclusive license (with no right of sublicense) to use: (1) up to eight (8) minutes of footage originating from the live telecast of the Game as part of a weekly coaches' show; and (2) up to two (2) minutes of footage originating from the live telecast of the Game for use on the Visiting Institution's official athletics web site. Visiting Institution may not use such footage of the Game in any other manner and specifically agrees not to license, transfer or otherwise permit the use of such footage.
 - c. The Visiting Institution hereby grants to UGAA and to each Broadcaster a license to use the trademarks and logos of the Visiting Institution and the names and likenesses of the Visiting Institution's individual Game players, participants, and coaches to promote, publicize, and Broadcast the Game by exercising the Broadcast Rights, the participating teams and institutions by means of any and all media and distribution channels, whether now existing or hereafter developed, provided that such trademarks, logos, names, and likenesses must not be used by UGAA or by any Broadcaster as an endorsement of any product or

service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. Visiting Institution warrants that it has obtained the right to use the names and likenesses of the individual Game players, participants and coaches for the purposes set forth in this Section 2.

- d. All credentials for media coverage of the Game shall be issued by UGAA in its sole discretion and shall be further subject to those rules, regulations, terms and conditions established by the NCAA, SEC and/or UGAA.

3. **Reservation of Rights by UGAA.** Only those rights expressly licensed by UGAA in Section 6 above shall be deemed licensed by UGAA and UGAA expressly reserves all other rights.

SEVENTH: Venue Marketing and Other Rights. As between Visiting Institution and UGAA, all Game program, concession, merchandise sales, other in-venue marketing rights, and venue parking rights shall be the property of UGAA, which shall have the sole right to all revenue arising from such rights. The Visiting Institution hereby grants to UGAA a license to use and to sublicense use of the trademarks and logos of the Visiting Institution, and if necessary, the names and likenesses of the Visiting Institution's individual student-athletes participating in the Game, participants, and coaches to promote and publicize the Game (including without limitation in the Game Broadcast itself), the participating teams and institutions, and for inclusion in the Game program to be created by UGAA and/or its licensee and be vended by UGAA and/or its licensee, provided that such trademarks, logos, names, and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. Visiting Institution represents and warrants to UGAA and any licensee that Visiting Institution has obtained the right to license the use of names and likenesses of the individual student-athletes participating in the Game, participants and coaches for the purposes set forth in this Section 7.

EIGHTH:

1. **Integration:** This contract is the total agreement between the two parties. Any additions or modifications must be in writing signed by both parties.
2. **Enforceability:** If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and all other provisions shall continue in full force and effect and be construed as if such provision had not been included.
3. **Waiver:** The 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 a breach hereof shall not constitute a waiver of any such breach or of such term or condition of this agreement and the terms or conditions shall continue in full force and effect with respect to any then existing or subsequent breach.
4. **Assignment:** This agreement may not be assigned by either party without the written consent of the non-assigning party.
5. **Intentionally Omitted**
6. **Authorizations:** The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

NINTH: Other arrangements shall include: _____

The parties are signing this agreement as of the date stated in the introductory clause.

University of Georgia Athletic Association, Inc.

Visiting Institution:

HEAD COACH MIKE WHITE

(Coach)

Paul H. - Deputy AD, Chief of Staff
(Director of Athletics/Representative)

JOSH BROOKS
Director of Athletics

Retain original and return one copy to: JOHN BATEMAN
University of Georgia Athletic Association
P.O. Box 1472
Athens, GA 30603-1472

Updated August 2021

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SECOND: That the Home Team agrees to pay Visiting Institution the sum of \$ 85,000 ("Guaranteed Payment") for participating in the contest.

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2. **Enforceability:** If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and all other provisions shall continue in full force and effect and be construed as if such provision had not been included.
3. **Waiver:** The 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 a breach hereof shall not constitute a waiver of any such breach or of such term or condition of this agreement and the terms or conditions shall continue in full force and effect with respect to any then existing or subsequent breach.
4. **Assignment:** This agreement may not be assigned by either party without the written consent of the non-assigning party.
5. **Intentionally Omitted**
6. **Authorizations:** The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

NINTH: Other arrangements shall include: _____

The parties are signing this agreement as of the date stated in the Introductory clause.

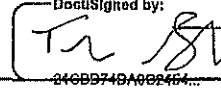
University of Georgia Athletic Association, Inc.



HEAD COACH MIKE WHITE

Visiting Institution:

DocuSigned by:

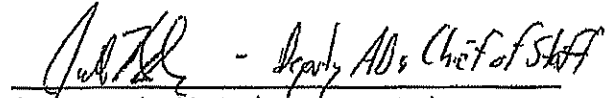


(Coach)



JOSH BROOKS

Director of Athletics



(Director of Athletics/Representative)

AI IB

Retain original and return one copy to: JOHN BATEMAN

University of Georgia Athletic Association
P.O. Box 1472
Athens, GA 30603-1472

Updated August 2021



MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT

This Intercollegiate Athletics – Event Contract (this "Agreement") is made and entered into as of the 9th day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the "Home Team"), and Marshall 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 17, 2022	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 \$ 0.00 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 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 arranging 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 \$ 100,000 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.

Select Start to begin

START

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: ^{DocuSigned by:}
Jude Kelly
789BC00B2793461...
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/23/2022

SFS Initials: ^{DS}
PJ

Facility Manager Initials: ^{DS}
BC

By: ^{DocuSigned by:}
Christian Spears
061AAAC5D109040C
Athletic Director or Designee

Title: Athletic Director

Date: 8/15/2022

00023412-3

ICA Home Game Contract.DOCX

FINISH

AGREEMENT WITH MIAMI UNIVERSITY
2022 MEN'S BASKETBALL MULTIPLE-TEAM EVENT

This AGREEMENT (the "Agreement") is entered into as of this 10 day of June 2022 by and between bdG Sports, LLC (hereinafter referred to as "bdG"), and Miami University, a public institution of higher education organized and existing under the laws of the State of Ohio and located in Oxford, Ohio (hereinafter referred to as "Participant").

1. Description of the Events.

(a) The Multi-Team "Exempt" Events (the "Events"), governed by NCAA By-Law 17.3.5.1.1, 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 2022-2023 men's basketball season. Per the NCAA Bylaw, Miami University will serve as the member institution sponsoring this event.

(b) In the event, Participant shall play two (2) home games on Nov. 26, 2022 the University of Arkansas Little Rock and on Nov. 29, 2022 versus Jackson State University (the "Home Games") and one (1) neutral site game (the "Neutral Game") on Nov. 20, 2022 versus Indiana University at Gainbridge Fieldhouse. Any changes in dates and/or opponents will be mutually agreed upon by bdG and Participant.

2. Home Game Responsibilities.

(a) Participant shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for Participant's collegiate basketball home contests, including, but not limited to the following:

- i. Provide playing conditions (including, but not limited to, the playing surface, power, lighting, heating, scoreboard, game clock, shot clock, video boards, game officials, official scorekeeper, ball persons, public address system and announcer, statistician, media support, and other services as mutually agreed upon);
- ii. Provide for the installation of all Event signage and court decals, as agreed upon by Participant;
- iii. Provide adequate locker room facilities for the competing teams and game officials;
- iv. Provide for adequate crowd control and safety including guest and event services, ushers, security, medical staff, police and fire protection pursuant to all local and state statutes and ordinances;
- v. Provide the Participant box office and will call services for selling and printing of all tickets (including third party companies and credit card processing);
- vi. Provide use of lobbies, vestibules, hallways and other public areas and rooms and facilities appropriate for use on game days;
- vii. Provide all required clean up;

- viii. Provide the set-up and staffing of the press box, press room, interview area and statistics reproduction area;
- ix. Provide the set up and catering for the press room and media room (lunch or dinner), locker room and benches (drink, cups, coolers, water, snacks, fruit, towels, shampoo, soap, etc.) consistent with such items routinely provided by Participant at all of its home games;
- x. Provide all necessary staffing required to implement the above and below-referenced Home Game services for the staging of the Home Games.

(b) As between Participant and bdG, Participant shall be entitled to retain any and all revenue derived from the Home Games.

(c) Any rental charges and facility fees charged to Participant for use of its home playing court, whether on or off campus, shall be considered a detail normally undertaken for collegiate basketball contests and no such rental charges or facility fees shall be applied or charged to bdG.

3. **Compliance with NCAA Guidelines.** The parties agree that in performance of this Agreement, the parties shall at all times comply with the applicable provisions of the Charter, By-Laws and Executive Regulations of the NCAA and the binding interpretations thereof (the "NCAA Guidelines").

4. **Obligations of bdG.** bdG shall provide general management services to Participant in connection with overseeing of the Events as the parties shall mutually agree in good faith, commensurate with services typically provided by an event management company (the "Management Services"). Participant shall be responsible for any and all costs associated with the Events. Participant agrees that the Management Services provided by bdG shall be exclusive in nature, in that Participant agrees that it shall engage no other third party to provide the same or similar services as those being provided by bdG so long as this Agreement is in effect. Unless otherwise agreed to by the parties in a separate document, duly executed by both parties hereto, the parties agree that bdG shall not be responsible for the solicitation or securing of any Event sales or sponsorships.

5. **Obligations of Participant.** In addition to any other obligations set forth in this Agreement, Participant agrees to perform those obligations set forth below at its sole cost and expense. All obligations of Participant pursuant to this Agreement shall be in compliance with the NCAA and the Mid-American Conference ("MAC") Guidelines and all other applicable laws and regulations. Participant acknowledges and agrees that all expenses and costs of members of its basketball team, band, coaches, officials, directors, cheerleaders and other Participant employees, representatives or agents (collectively, the "Participant Representatives") shall be the sole responsibility of Participant, unless specifically set forth as being the responsibility of bdG in this Agreement.

(a) **Payment by Participant.** Participant agrees to pay a deposit of \$37,500 to bdG no later than July 1, 2022 and the remaining \$37,500 within 30 days following the last date of events.

(b) **Travel, Meals, Entertainment and Personal Expenses.** Participant shall be responsible for all travel, meals, entertainment and personal expenses of its basketball team members and all other Participant Representatives, including, without limitation, transportation to and from the game, hotel accommodations, laundry, clothing, sundry items, equipment repair, telephone expenses, taxes, assessments, medical, dental, accidental death, disability or dismemberment expenses (whether or not insured), and expenses incidental to the Events.

(c) **Staging Activities.** Participant shall be responsible, at its sole cost and expense, for those activities reasonably necessary to the promotion, organization, and staging of the Events, without limitation, Venue rental, ticket operations (printing, selling and collecting), ushers, game officials, reasonable security inside the Venue, half-time activities, media relations, television, radio, advertising, solicitation of corporate sponsorships and overall financial management.

(d) **Tickets.** For its Home Games, Participant will make available a reasonable number of complimentary tickets to the Road Team. For clarification, a reasonable number should be no less than 25 tickets and no more than 75 tickets per game. Likewise, Participant shall receive a reasonable number of complimentary tickets for its Neutral Game.

6. **Game Conditions.** Officials for all games in the Events will be assigned by the Home Team's host conference/league. Participant will be responsible for securing game officials through its respective assigning secretary and any and all payment of all officials' fees and expenses for the Home Games.

7. **Film Exchange.** All of the participating teams agree to exchange game film which will include, but not be limited to, scrimmage games, exhibition games and early season games.

8. **Insurance.**

(a) bdG shall have in place comprehensive general liability insurance with combined single limits of \$1 million per occurrence for bodily injury and property damage.

(b) Participant shall obtain, at its own expense, and cause to be maintained through the date of each Event, the following minimum insurance coverage: (i) basic accidental-medical insurance for Participant's players, coaches and managers in the amount of \$25,000 per injury; (ii) catastrophic-injury medical insurance for Participant's players, coaches and managers that provides lifetime medical, rehabilitation and disability benefits in excess of the basic coverage, equal to the NCAA-sponsored program or an alternate program sponsored by the NCAA Special Events Committee; and (iii) comprehensive general liability insurance with combined single limits of \$1 million per occurrence for Bodily Injury and Property Damage; (iv) comprehensive automobile liability insurance coverage (covering owned and non-owned vehicles with a combined coverage for both Bodily Injury and Property Damage Liability in the amount of \$1,000,000.00 per occurrence). This insurance shall be primary to any insurance carried by bdG.

8. **Intellectual Property:** Each party agrees and acknowledges that it shall not acquire any interest in any copyrights, trademarks, service marks, other intellectual property and/or intellectual property of the other party (or any combination thereof). Further, unless previously approved by the owning party in writing, neither party shall use any fanciful images or other

trademarks of owning party (or any combination thereof) at any time: (a) in any of such party's advertising, publicity or promotion; (b) to express or imply any endorsement, affiliation, connection with or sponsorship by the other party (or any combination thereof) of such party, its business, services, or promises; or (c) in any other manner whatsoever whether or not similar to the uses prohibited by sub-sections (a) and (b) above. Notwithstanding the foregoing, bdG shall have the right in perpetuity to reference the Events and Participant's involvement in the Events in its marketing and sales materials (i.e. describing the Events as a case study for bdG's services).

9. **Limitation of Liability.** Except to the extent arising out of each of the parties' indemnification obligations hereunder, neither party shall be entitled to special, consequential or incidental damages, including, without limitation, lost profits, as a result of the other party's breach of this Agreement or otherwise in connection with this Agreement.

10. **Force Majeure:** If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then such non-performance shall be excused and not be treated as a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an act of God, inevitable accident, fire, labor dispute, riot or civil commotion, act of public enemy, terror, or war, governmental act, epidemic, pandemic, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargoes, or other reason beyond the control of the parties that is generally regarded as force Majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation, which is outstanding at the time of occurrence. A non-performing party under this Section 10 shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.

11. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior discussions, agreements and understandings, whether oral or written.

(b) **Modification.** This Agreement may be modified or amended only by a written instrument properly executed by the parties.

(c) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

(d) **Assignment.** This Agreement is personal to Participant and it may not assign or delegate any of its rights or obligations hereunder. bdG shall have the right to assign any of its rights or obligations hereunder to any parent, subsidiary or affiliate of bdG and shall give notice of any such assignment to Participant.

(e) **Governing Law.** This Agreement and the performance of the parties under this Agreement shall be construed in accordance with and governed by the laws of the state of Ohio without reference to the conflicts of laws principles thereunder.

(f) **Notice.** Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, to the address below.

To Participant: Miami University Athletics
c/o Athletics Director David Sayler
230 Millett Hall
Oxford, OH 45056
Phone: 513-529-3113

To bdG: bdG Sports, LLC
c/o Brooks Downing
P.O. Box 910305
Lexington, KY 40591
Phone No.: 859-951-6141
bd@bdglobalsports.com

or to such other address as the parties shall direct by notice to the other parties.

(g) **Waiver.** Any failure to insist upon compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver or such term, covenant or condition, nor shall any waiver or relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right at any other time or a continuing waiver. All waivers shall be in writing to be effective.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and/or PDF copies of the executed signature page shall be binding to make this Agreement effective. The parties agree to exchange original signature pages thereafter.

(i) **Section Headings.** Section and other captions contained in this Agreement are for references purposes only and are in no way intended to describe, interpret, define or limit the scope or intent of any part of the Agreement.

(j) **Authorized Representative.** The persons executing this Agreement on behalf of the contracting parties do so as officers of such organizations and shall incur no personal liability whatsoever by reason of their execution of this Agreement. Each of the parties represents and warrants that this Agreement has been duly and validly executed and delivered and represents the valid and binding obligation of Participant or bdG, as the case may be, enforceable in accordance with its terms.

(k) **Term.** The term of this Agreement shall be in effect from the date first written above through the completion of the Event.

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement as of the date written above.

bdG Sports, LLC

By: _____

Name: Brooks Downing

Title: President

Miami University Athletics

By: Jude Kelly

Name: Deputy AD's Chief of Staff

Title: Jude Kelly

AGREEMENT WITH MIAMI UNIVERSITY
2022 MEN'S BASKETBALL MULTIPLE-TEAM EVENT

This AGREEMENT (the "Agreement") is entered into as of this 10 day of June 2022 by and between bdG Sports, LLC (hereinafter referred to as "bdG"), and Miami University, a public institution of higher education organized and existing under the laws of the State of Ohio and located in Oxford, Ohio (hereinafter referred to as "Participant").

1. Description of the Events.

(a) The Multi-Team "Exempt" Events (the "Events"), governed by NCAA By-Law 17.3.5.1.1, 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 2022-2023 men's basketball season. Per the NCAA Bylaw, Miami University will serve as the member institution sponsoring this event.

(b) In the event, Participant shall play two (2) home games on Nov. 26, 2022 the University of Arkansas Little Rock and on Nov. 29, 2022 versus Jackson State University (the "Home Games") and one (1) neutral site game (the "Neutral Game") on Nov. 20, 2022 versus Indiana University at Gainbridge Fieldhouse. Any changes in dates and/or opponents will be mutually agreed upon by bdG and Participant.

2. Home Game Responsibilities.

(a) Participant shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for Participant's collegiate basketball home contests, including, but not limited to the following:

- i. Provide playing conditions (including, but not limited to, the playing surface, power, lighting, heating, scoreboard, game clock, shot clock, video boards, game officials, official scorekeeper, ball persons, public address system and announcer, statistician, media support, and other services as mutually agreed upon);
- ii. Provide for the installation of all Event signage and court decals, as agreed upon by Participant;
- iii. Provide adequate locker room facilities for the competing teams and game officials;
- iv. Provide for adequate crowd control and safety including guest and event services, ushers, security, medical staff, police and fire protection pursuant to all local and state statutes and ordinances;
- v. Provide the Participant box office and will call services for selling and printing of all tickets (including third party companies and credit card processing);
- vi. Provide use of lobbies, vestibules, hallways and other public areas and rooms and facilities appropriate for use on game days;
- vii. Provide all required clean up;

- viii. Provide the set-up and staffing of the press box, press room, interview area and statistics reproduction area;
- ix. Provide the set up and catering for the press room and media room (lunch or dinner), locker room and benches (drink, cups, coolers, water, snacks, fruit, towels, shampoo, soap, etc.) consistent with such items routinely provided by Participant at all of its home games;
- x. Provide all necessary staffing required to implement the above and below-referenced Home Game services for the staging of the Home Games.

(b) As between Participant and bdG, Participant shall be entitled to retain any and all revenue derived from the Home Games.

(c) Any rental charges and facility fees charged to Participant for use of its home playing court, whether on or off campus, shall be considered a detail normally undertaken for collegiate basketball contests and no such rental charges or facility fees shall be applied or charged to bdG.

3. **Compliance with NCAA Guidelines.** The parties agree that in performance of this Agreement, the parties shall at all times comply with the applicable provisions of the Charter, By-Laws and Executive Regulations of the NCAA and the binding interpretations thereof (the "NCAA Guidelines").

4. **Obligations of bdG.** bdG shall provide general management services to Participant in connection with overseeing of the Events as the parties shall mutually agree in good faith, commensurate with services typically provided by an event management company (the "Management Services"). Participant shall be responsible for any and all costs associated with the Events. Participant agrees that the Management Services provided by bdG shall be exclusive in nature, in that Participant agrees that it shall engage no other third party to provide the same or similar services as those being provided by bdG so long as this Agreement is in effect. Unless otherwise agreed to by the parties in a separate document, duly executed by both parties hereto, the parties agree that bdG shall not be responsible for the solicitation or securing of any Event sales or sponsorships.

5. **Obligations of Participant.** In addition to any other obligations set forth in this Agreement, Participant agrees to perform those obligations set forth below at its sole cost and expense. All obligations of Participant pursuant to this Agreement shall be in compliance with the NCAA and the Mid-American Conference ("MAC") Guidelines and all other applicable laws and regulations. Participant acknowledges and agrees that all expenses and costs of members of its basketball team, band, coaches, officials, directors, cheerleaders and other Participant employees, representatives or agents (collectively, the "Participant Representatives") shall be the sole responsibility of Participant, unless specifically set forth as being the responsibility of bdG in this Agreement.

(a) **Payment by Participant.** Participant agrees to pay a deposit of \$37,500 to bdG no later than July 1, 2022 and the remaining \$37,500 within 30 days following the last date of events.

(b) **Travel, Meals, Entertainment and Personal Expenses.** Participant shall be responsible for all travel, meals, entertainment and personal expenses of its basketball team members and all other Participant Representatives, including, without limitation, transportation to and from the game, hotel accommodations, laundry, clothing, sundry items, equipment repair, telephone expenses, taxes, assessments, medical, dental, accidental death, disability or dismemberment expenses (whether or not insured), and expenses incidental to the Events.

(c) **Staging Activities.** Participant shall be responsible, at its sole cost and expense, for those activities reasonably necessary to the promotion, organization, and staging of the Events, without limitation, Venue rental, ticket operations (printing, selling and collecting), ushers, game officials, reasonable security inside the Venue, half-time activities, media relations, television, radio, advertising, solicitation of corporate sponsorships and overall financial management.

(d) **Tickets.** For its Home Games, Participant will make available a reasonable number of complimentary tickets to the Road Team. For clarification, a reasonable number should be no less than 25 tickets and no more than 75 tickets per game. Likewise, Participant shall receive a reasonable number of complimentary tickets for its Neutral Game.

6. **Game Conditions.** Officials for all games in the Events will be assigned by the Home Team's host conference/league. Participant will be responsible for securing game officials through its respective assigning secretary and any and all payment of all officials' fees and expenses for the Home Games.

7. **Film Exchange.** All of the participating teams agree to exchange game film which will include, but not be limited to, scrimmage games, exhibition games and early season games.

8. **Insurance.**

(a) bdG shall have in place comprehensive general liability insurance with combined single limits of \$1 million per occurrence for bodily injury and property damage.

(b) Participant shall obtain, at its own expense, and cause to be maintained through the date of each Event, the following minimum insurance coverage: (i) basic accidental-medical insurance for Participant's players, coaches and managers in the amount of \$25,000 per injury; (ii) catastrophic-injury medical insurance for Participant's players, coaches and managers that provides lifetime medical, rehabilitation and disability benefits in excess of the basic coverage, equal to the NCAA-sponsored program or an alternate program sponsored by the NCAA Special Events Committee; and (iii) comprehensive general liability insurance with combined single limits of \$1 million per occurrence for Bodily Injury and Property Damage; (iv) comprehensive automobile liability insurance coverage (covering owned and non-owned vehicles with a combined coverage for both Bodily Injury and Property Damage Liability in the amount of \$1,000,000.00 per occurrence). This insurance shall be primary to any insurance carried by bdG.

8. **Intellectual Property:** Each party agrees and acknowledges that it shall not acquire any interest in any copyrights, trademarks, service marks, other intellectual property and/or intellectual property of the other party (or any combination thereof). Further, unless previously approved by the owning party in writing, neither party shall use any fanciful images or other

trademarks of owning party (or any combination thereof) at any time: (a) in any of such party's advertising, publicity or promotion; (b) to express or imply any endorsement, affiliation, connection with or sponsorship by the other party (or any combination thereof) of such party, its business, services, or promises; or (c) in any other manner whatsoever whether or not similar to the uses prohibited by sub-sections (a) and (b) above. Notwithstanding the foregoing, bdG shall have the right in perpetuity to reference the Events and Participant's involvement in the Events in its marketing and sales materials (i.e. describing the Events as a case study for bdG's services).

9. **Limitation of Liability.** Except to the extent arising out of each of the parties' indemnification obligations hereunder, neither party shall be entitled to special, consequential or incidental damages, including, without limitation, lost profits, as a result of the other party's breach of this Agreement or otherwise in connection with this Agreement.

10. **Force Majeure:** If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then such non-performance shall be excused and not be treated as a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an act of God, inevitable accident, fire, labor dispute, riot or civil commotion, act of public enemy, terror, or war, governmental act, epidemic, pandemic, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargoes, or other reason beyond the control of the parties that is generally regarded as force Majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation, which is outstanding at the time of occurrence. A non-performing party under this Section 10 shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.

11. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior discussions, agreements and understandings, whether oral or written.

(b) **Modification.** This Agreement may be modified or amended only by a written instrument properly executed by the parties.

(c) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

(d) **Assignment.** This Agreement is personal to Participant and it may not assign or delegate any of its rights or obligations hereunder. bdG shall have the right to assign any of its rights or obligations hereunder to any parent, subsidiary or affiliate of bdG and shall give notice of any such assignment to Participant.

(e) **Governing Law.** This Agreement and the performance of the parties under this Agreement shall be construed in accordance with and governed by the laws of the state of Ohio without reference to the conflicts of laws principles thereunder.

(f) **Notice.** Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, to the address below.

To Participant: Miami University Athletics
c/o Athletics Director David Sayler
230 Millett Hall
Oxford, OH 45056
Phone: 513-529-3113

To bdG: bdG Sports, LLC
c/o Brooks Downing
P.O. Box 910305
Lexington, KY 40591
Phone No.: 859-951-6141
bd@bdglobalsports.com

or to such other address as the parties shall direct by notice to the other parties.

(g) **Waiver.** Any failure to insist upon compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver or such term, covenant or condition, nor shall any waiver or relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right at any other time or a continuing waiver. All waivers shall be in writing to be effective.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and/or PDF copies of the executed signature page shall be binding to make this Agreement effective. The parties agree to exchange original signature pages thereafter.

(i) **Section Headings.** Section and other captions contained in this Agreement are for references purposes only and are in no way intended to describe, interpret, define or limit the scope or intent of any part of the Agreement.

(j) **Authorized Representative.** The persons executing this Agreement on behalf of the contracting parties do so as officers of such organizations and shall incur no personal liability whatsoever by reason of their execution of this Agreement. Each of the parties represents and warrants that this Agreement has been duly and validly executed and delivered and represents the valid and binding obligation of Participant or bdG, as the case may be, enforceable in accordance with its terms.

(k) **Term.** The term of this Agreement shall be in effect from the date first written above through the completion of the Event.

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement as of the date written above.

bdG Sports, LLC

By: _____

Name: Brooks Downing

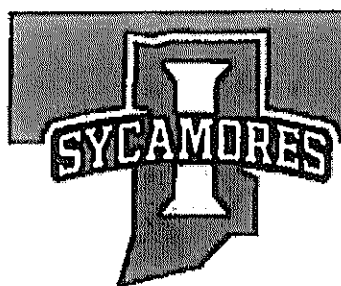
Title: President

Miami University Athletics

By: _____

Name: _____

Title: _____



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):

DATE

December 4, 2021

TIME

1 p.m.

LOCATION

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.



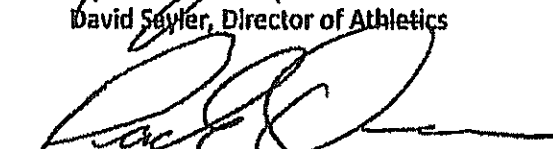
Indiana State University

Miami University


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


David Seyler, Director of Athletics


Josh Schertz, Head Coach


Jack Owens, Head Coach

5/19/21
Date

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





**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 13th day of September 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Calumet College of St. Joseph (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 11, 2022	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.

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4. **COMPENSATION.** The Home Team agrees to pay the amount of \$ 2500.00 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 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 arranging 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 \$ 100,000.00, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.
9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

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

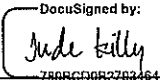
governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable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

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

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


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


FOR: MIAMI UNIVERSITY

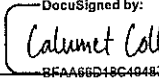
By: 
7508CD082763464
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 9/26/2022

SFS Initials: 

Facility Manager Initials: 

By: 
BF6A66D18C4D487
Athletic Director or Designee

Title: Executive Director of Athletics

Date: 9/26/2022



**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 WHEREOF, 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: JS 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 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: Head Coach

Date: 6-14-21

By: 

Head Coach

Title: Head Coach

Date: 6/11/21

SFS Initials: 

By: 

Athletic Director or Designee

Title: Dep. AD & Chief of Staff

Date: 6/17/2021

By: 

Athletic Director or Designee

Title: Director of Athletics

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 10th day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Wright State University (hereinafter designated as the “Visiting Team”).

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

1. **EVENT.** The parties agree to have their respective **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 22, 2022	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.

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4. **COMPENSATION.** The Home Team agrees to pay the amount of \$ 0.00 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 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 arranging 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 \$ 100,000, 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.

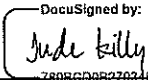
14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.

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

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


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


FOR: MIAMI UNIVERSITY


By: 
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/18/2022

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee

Title: Associate Director, Contract Services

Date: 8/18/2022



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 24th day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and St Mary of the Woods 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)
December 29, 2022	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.

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4. **COMPENSATION.** The Home Team agrees to pay the amount of \$ 2500.00 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 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 arranging 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 \$ 100,000.00, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

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

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

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

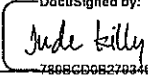
14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.

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

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

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


FOR: MIAMI UNIVERSITY

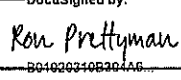
By: 
7808CD082703464
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/24/2022

SFS Initials: 

Facility Manager Initials: 

By: 
B04020340B304A6
Athletic Director or Designee

Title: Associate Vice President for Athletics

Date: 8/24/2022