



MARSHALL UNIVERSITY

MEN'S BASKETBALL CONTEST AGREEMENT

THIS AGREEMENT is entered into as of April 6, 2023, between Marshall University (MU) and Miami University ("Visiting Team").

WHEREAS MU and the Visiting Team desire to provide for the participation between the parties' varsity men's basketball teams in a game of basketball.

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

1. The varsity men's basketball teams representing MU and the Visiting Team shall participate in a game of basketball at the following time and place:

Date

Time

Location

Saturday, December 2, 2023

@ 7:00pm

Huntington, WV

The parties agree that the game start times are subject to change to accommodate live broadcasting opportunities. Any change in the date of the game shall require the consent of the visiting team, which consent shall not be unreasonably withheld or delayed. All revenue derived from radio, television, and Internet broadcasts shall be retained by the team owning the broadcast rights.

2. The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, Sun Belt Conference, the Visiting Team's Conference and the institutional rules of MU and the Visiting Team. In the event of any conflict in such rules or regulations: (a) if teams are members of the same conference, the Conference rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
3. Miami University is completing their obligation to play a home and home series with MU which will conclude the series.
4. Unless mutually agreed to the contrary in the "Special Arrangements" section below, contest officials, who shall oversee officiating the basketball game, will be selected, and all expenses paid by MU or its athletic conference.
5. MU will provide the Visiting Team with fifty (50) complimentary tickets with the option of purchasing additional tickets from MU.
6. MU will furnish nineteen (19) chairs for the Visiting Team's players, coaches, trainers and doctors during the game.
7. Unless mutually agreed to the contrary in the "Special Arrangements" section below, the Visiting Team shall make all its own travel arrangements and pay all associated expenses.
8. MU shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of MU.
9. All aspects of event management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, etc., is the responsibility of MU.
10. MU shall have a medical doctor and an ambulance at the game site throughout the period of the basketball game.
11. **Special Arrangements.**

12. The parties agree that all television and Internet broadcast rights, both live and rebroadcasts, are the exclusive property of the home team and the home team's conference, where applicable. The home team's television right holder(s) will have the exclusive first right to select the game for distribution through all television media, including digital distribution. If the television broadcast is not aired in the visiting team's DMA, the home team will make best efforts to facilitate an agreement between the home team's television rights holder and the away team to allow the game to be televised, at a minimum, in the visiting team's DMA, at the expense of the visiting team. In the case of the participating SBC team serving as the home team, and the SBC television rights holders pass on the game, the rights to this game will revert to the SBC participating institution. Internet rights will remain with the home team.
13. The visiting team shall have the right to produce (or to have its officially designated station or affiliated radio network produce) a radio broadcast of the games and distribute it via terrestrial broadcast, the Internet, and satellite radio, and to retain any revenue from that broadcast. The home team will provide the visiting team with necessary hook-ups and facilities free of charge to produce the radio broadcasts, however, the visiting team shall be responsible for all applicable incidental costs (i.e., telephone line charges, special electrical set-up, engineering, etc.). The home team shall not be required to make any alteration to existing facilities for purposes of this agreement. All other radio broadcast rights are the property of the home team.
14. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and MU agrees to provide reasonable facilities for such cameras as may be required.
15. Each party shall have the right to produce films and/or videotapes of the games for use in a coach's show or locally originated delayed television broadcast subject to compliance with rules governing delayed television broadcast established by the NCAA or other agencies of which either or both institutions are members. Each party may retain all the income that it may receive from such opportunities.
16. If it becomes impossible to play the basketball game for reasons of power failure, strikes, severe weather conditions, riots, terrorism, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by either MU or the Visiting Team, the basketball game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games covered by this Agreement.
17. If either basketball team for any reason other than those stated in paragraph 16 above, fails to appear at the time and place scheduled herein for the basketball game, and if no contest with a team of similar stature is scheduled by MU to replace the one cancelled because of the Visiting Team's breach, then the Visiting Team shall be deemed to have breached the Agreement and shall pay MU:
 - (a) Expenses incurred by MU, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
 - (b) A liquidated sum of \$100,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for MU's loss of revenue and shall not be viewed as a penalty. Payment must be made by the Visiting Team to MU no later than six (6) months following the scheduled date of the basketball game.
18. Each party shall be solely responsible for the payment of any assessments due to its conference or any other governing body.
19. The Visiting Team recognizes that MU has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into MU's basketball arena. The Visiting Team agrees to consult with MU before the basketball game to ensure that the Visiting Team does not bring products or items (excluding team apparel and shoes) into MU's basketball arena that violate MU's corporate sponsor agreements. If the Visiting Team brings products or items into MU's basketball arena that violate MU's corporate sponsor agreements, then MU shall provide acceptable items or products (including, but not limited to, water coolers, cups and towels).

20. Any notice required under this Agreement to be given by either MU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following address:

If to MU:

Debra Boughton
Executive Associate Athletic Director
Marshall University Department of Athletics
P. O. Box 1360
Huntington, WV 25215

If to the Visiting Team:

Miami University
230 Millett Hall
Oxford, OH 45056

21. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
22. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any than existing or subsequent breach.
23. This agreement is the whole Agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of MU or the Visiting Team.
24. The persons executing this Agreement on behalf of their respective institutions warrant that they are authorized to do so.
25. This Agreement shall be construed in accordance with and governed by the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first written.

Marshall University

Miami University

RECOMMENDED BY:

BY:



Christian Spears
Director of Athletics

4/6/23
Date

Title:

4/18/23
Date



MEN'S BASKETBALL CONTRACT

THIS AGREEMENT is entered into on March 27, 2023 between The Ohio State University ("OSU") and Miami University ("Visiting Team").

WHEREAS, OSU and the Visiting Team desire to provide for the participation between the parties' varsity men's basketball teams in a game of basketball.

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

1. The varsity men's basketball teams representing OSU and the Visiting Team shall participate in a game of basketball at OSU, Jerome Schottenstein Center, Columbus, Ohio on Monday or Tuesday, December 05 or December 06, 2023 at TBD, in conjunction with an agreement with the Big Ten Conference concerning the broadcast of the basketball game.
2. The basketball game, including the eligibility of the participating players, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the Big Ten Conference, the Visiting Team's Conference and the institutional rules of OSU and the Visiting Team.
3. OSU agrees to pay the Visiting Team \$90,000 for participation in the game no later than six (6) months following the game. OSU may also agree to provide lodging, transportation as outlined in the attached Exhibit A. Notwithstanding the foregoing, in the event of a public health emergency, including conditions related to COVID-19 or a similar epidemic or pandemic, which impacts fan attendance in the venue, the parties agree to work in good faith to reduce the guarantee payment outlined in this Section. Any reduction will be codified in a written amendment signed by both parties.
4. The officials which shall be in charge of officiating the basketball game shall be appointed by the Big Ten Conference and their expenses shall be paid by Big Ten Conference.
5. OSU will provide Visiting Team with 250 complimentary tickets.
6. Upon approval of OSU, which will not be unreasonably withheld, a maximum of twelve (12) of the Visiting Team's cheerleaders who are dressed in uniforms shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of OSU. The chaperone for the Visiting Team's cheerleaders, however, must have a ticket to the basketball game.
7. The Visiting Team's official party shall consist of no more than twenty-two (22) persons. OSU will furnish nineteen (19) chairs for Visiting Team's players, coaches, trainers and doctors during the game.
8. OSU shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of OSU.

9. OSU shall have a medical doctor and an ambulance at the game site throughout the period of the basketball game.
10. COVID-19 TESTING PROTOCOL. The Parties agree to comply with the NCAA COVID-19 Testing Protocol.
11. All title and interest in OSU's television rights has been legally assigned to the Big Ten Conference. The Visiting Team understands that the television rights to OSU's men's basketball games have been assigned to the Big Ten Conference, Inc. and that OSU has no television usage rights to assign, sell, license or otherwise transfer with regard to its men's basketball games. All communications and approvals necessary with regard to OSU's television rights will be provided by, or received in writing from, appropriate officials in the Big Ten Conference.
12. OSU shall control radio broadcast of the game and shall retain the revenue from all radio rights to broadcast the game. Notwithstanding the above, the Visiting Team will be provided one (1) rights-free radio outlet for the live radio broadcast of the game by the Visiting Team's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. The Visiting Team shall be responsible for ordering and paying for telephone and broadcast lines incidental to such radio broadcast. OSU shall not be required to make any alteration to existing facilities for purposes of this Agreement.
13. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and OSU agrees to provide reasonable facilities for such cameras as may be required.
14. Each party shall have the right to produce films and/or videotapes of the games for use in a coach's show or locally originated delayed television broadcast subject to compliance with rules governing delayed television broadcast established by the NCAA or other agencies of which either or both institutions are members. Each party may retain all income that it may receive from such opportunities.
15. If it becomes impossible to play the basketball game for reasons of power failure, strikes, severe weather conditions, riots, war, epidemics, pandemics, including but not limited to any further conditions arising out of the ongoing COVID-19 pandemic, or other unforeseen catastrophes or disasters beyond the control of either party, including cancellations pursuant to the respective Team's Conferences, this Agreement may be terminated by either OSU or the Visiting Team, the basketball game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games covered by this Agreement.
16. If the Visiting Team's basketball team for any reason other than those stated in paragraph 15 above, fails to appear at the time and place scheduled herein for the basketball game, and if no contest with a team of similar stature is scheduled by OSU to replace the one cancelled because of the Visiting Team's breach, then the Visiting Team shall be deemed to have breached the Agreement and shall pay to OSU:

- (1) expenses incurred by OSU, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
 - (2) a liquidated sum of \$90,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for OSU's loss of revenue, and shall not be viewed as a penalty. Payment must be made by the Visiting Team to OSU no later than six (6) months following the scheduled date of the basketball game.
17. If OSU's basketball team for any reason other than those stated in paragraph 15 above, fails to appear at the time and place scheduled herein for the basketball game, and if no contest with a team of similar stature is scheduled by the Visiting Team to replace the one cancelled because of OSU's breach, then OSU shall be deemed to have breached the Agreement and shall pay to the Visiting Team:
 - (1) expenses incurred by the Visiting Team, if any, in preparing for the basketball game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
 - (2) a liquidated sum of \$90,000. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for the Visiting Team's loss of revenue, and shall not be viewed as a penalty. Payment must be made by OSU to the Visiting Team no later than six (6) months following the scheduled date of the basketball game.
18. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
19. The Visiting Team recognizes that OSU has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into OSU's basketball arena. The Visiting Team agrees to consult with OSU before the basketball game to ensure that the Visiting Team does not bring products or items (excluding team apparel and shoes) into OSU's basketball arena that violate OSU's corporate sponsor agreements. If the Visiting Team brings products or items into OSU's basketball arena that violate OSU's corporate sponsor agreements, then OSU shall provide to the Visiting Team acceptable items or products (including, but not limited to, water coolers, cups and towels).
20. Any notice required under this Agreement to be given by either OSU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to OSU:

Ms. Janine Oman
Deputy Athletic Director, SWA
The Ohio State University
2400 Olentangy River Road
Columbus, OH 43210

If to the Visiting Team: David Sayler
Director of Athletics
Miami University

21. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
22. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.
23. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.
24. This Agreement is the whole Agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of OSU or the Visiting Team.
25. The persons executing this Agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

THE OHIO STATE UNIVERSITY
BY:


DocuSigned by:

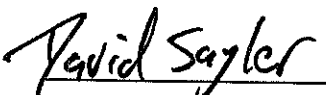
Janine Oman
Deputy Athletic Director/SWA

05/01/2023

Date

Miami University
BY:


David Sayler
Director of Athletics

 4/15/23

Date

EXHIBIT A

HOTEL	
OSU will pay hotel costs:	YES X NO
If yes, hotel arranged by:	
Quantity of Rooms:	
Number of Nights:	

BUS TRANSPORTATION	
OSU will pay for bus costs:	YES X NO
If yes, bus arranged by:	OSU Visiting Team

TEAM MEALS	
OSU will pay for any meals:	YES X NO

Certificate Of Completion

Envelope Id: 866750C239C4437EB970FEDE44964959

Status: Completed

Subject: Complete with DocuSign: A. Ohio State - December 2023.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Alicia Marie Schmitt

AutoNav: Enabled

1050 Carmack Rd

Envelopel Stamping: Enabled

Columbus, OH 43210

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

schmitt.262@osu.edu

IP Address: 128.146.77.7

Record Tracking

Status: Original

Holder: Alicia Marie Schmitt

Location: DocuSign

5/1/2023 1:17:57 PM

schmitt.262@osu.edu

Signer Events**Signature****Timestamp**

Janine Leigh Oman

oman.7@osu.edu

Senior Deputy Director of Athletics

The Ohio State University

Security Level: Email, Account Authentication
(None)

DocuSigned by:



A165F424F659450...

Sent: 5/1/2023 1:18:51 PM

Viewed: 5/1/2023 2:57:06 PM

Signed: 5/1/2023 2:57:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.216.183.236

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/1/2023 1:18:51 PM

Certified Delivered

Security Checked

5/1/2023 2:57:06 PM

Signing Complete

Security Checked

5/1/2023 2:57:24 PM

Completed

Security Checked

5/1/2023 2:57:24 PM

Payment Events**Status****Timestamps**



St. Bonaventure University
Department of
Intercollegiate Athletics
PO Box G
St. Bonaventure, NY 14778



Agreement for Academic Year: 2023-2024
With: Miami (OH) University

Sport: Men's Basketball

Date: Saturday, November 25, 2023

Place: Reilly Center, St. Bonaventure University

Time: 2:00 p.m.

Officials: Atlantic 10 Conference

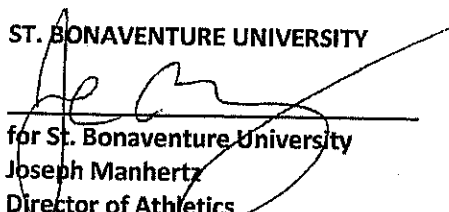
Guarantee: \$75,000

Other Provisions:

- 50 complimentary admission tickets
- That other conditions shall be in accordance with the following: If either party fails to comply with the terms and conditions of this contract by unilaterally canceling agreement to play the contest, that party shall pay to the other the sum of \$50,000 as liquidated damages and not as a penalty. If cancellation is by mutual consent, this contract shall be null and void. Any changes to this contract must be approved by both parties, and a revised contract will be created by the initiating party for execution by both parties.
- Neither party shall be considered in default of this agreement, including any corresponding obligation to pay will be waived, for failure of its team to appear and participate in the above NCAA contest for reasons due to a force majeure. A force majeure includes acts beyond the parties' reasonable control including, without limitation, acts of God, government orders or recommendations, acts of war or terrorism, breakdowns or malfunctions, power failures or mechanical difficulties, national disaster, national emergencies, pandemics, labor difficulties or civil unrest, including any such act that results in either party unable to perform, including regulation or directive from the NCAA or the respective athletic conference of either party prohibiting or restricting from playing the game.

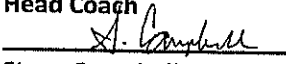
APPROVED

ST. BONAVENTURE UNIVERSITY


for St. Bonaventure University
Joseph Manhertz
Director of Athletics

(Date)

4/12/23
MDS
Mark Schmidt
Head Coach


Steve Campbell
Executive Sr. Associate AD


Ryan Clingan
Deputy Director of Athletics

MIAMI (OH) UNIVERSITY


for Miami (OH) University
AD

(Title)

(Date)

4/15/23



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:

I. 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. Spencer – Director of Athletics
University of Evansville

10/26/20

Date



Mark Saylor – Director of Athletics
University of Evansville

10/27/2020

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 22nd day of August, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Spalding (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 28, 2023	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 \$ 3500.00 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.

BC

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: _____
Athletic Director or Designee

Title: _____

Date: _____

SFS Initials:  _____

Facility Manager Initials:  _____

By: _____
Athletic Director or Designee

Title: **Athletic Director** _____

Date: _____

BC

Certificate Of Completion

Envelope Id: F45AD4925A82440787897BC21631F4C4

Status: Sent

Subject: MIAMI Men's Basketball Home Game Contract-Spalding

State Abbreviation: OH

Source Envelope:

Document Pages: 4

Signatures: 0

Certificate Pages: 3

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Ashley Henry

henrya3@miamioh.edu

IP Address: 134.53.237.225

Record Tracking

Status: Original

8/22/2023 11:26:45 AM

Holder: Ashley Henry

henrya3@miamioh.edu

Location: DocuSign

Signer Events

Jonathan Holmes

holmesj@miamioh.edu

Security Level: Email, Account Authentication
(None)**Signature****Completed**

Using IP Address: 76.35.94.133

Timestamp

Sent: 8/22/2023 11:27:58 AM

Viewed: 8/22/2023 12:20:31 PM

Signed: 8/22/2023 12:22:18 PM

Electronic Record and Signature Disclosure:

Accepted: 8/22/2023 12:20:31 PM

ID: 1feb7206-2f4d-42c6-9499-7bf94791f3ba

Company Name: Miami University

Phil Johnson

johnsop2@miamioh.edu

Client

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 134.53.237.233

Sent: 8/22/2023 12:22:19 PM

Viewed: 8/23/2023 8:14:06 AM

Signed: 8/23/2023 8:14:30 AM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2023 8:15:34 AM

ID: aef6570a-b98d-49f2-bbde-7a013ce4d040

Company Name: Miami University

Brad Clark

clarkbw@miamioh.edu

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 134.53.232.65

Sent: 8/23/2023 8:14:32 AM

Viewed: 8/23/2023 10:27:31 AM

Signed: 8/23/2023 10:28:30 AM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2023 10:27:31 AM

ID: 2fe1902c-6fc9-43ff-afd6-995e3677bd14

Company Name: Miami University

Kevin Gray

kgray@spalding.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/23/2023 10:35:25 AM

ID: 869c5502-f7d9-487f-bfd0-a9945549455a

Company Name: Miami University

Sent: 8/23/2023 10:28:32 AM

Viewed: 8/23/2023 10:35:25 AM



Signer Events**Signature****Timestamp**

Lisa Miller

mille780@miamioh.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/19/2023 10:18:32 AM

ID: a728e584-047c-441e-93db-cfb814911ace

Company Name: Miami University

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Head Coach - Travis Steele

steeleta@miamioh.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/17/2023 1:53:26 PM

ID: 24842c80-eb90-470c-8b77-345aec55dc55

Company Name: Miami University

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/22/2023 11:27:58 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

BC

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Miami University (we, us or University) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing you with such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access.

BC



Are you finished signing?

FINISH

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:}
David Saylor
Athletic Director or Designee

Title: Director of AthleticsDate: 8/24/2023SFS Initials: ^{DS}
PSFacility Manager Initials: ^{DS}
BC

By: ^{DocuSigned by:}
Kevin Gray / Brian Cline
Athletic Director or Designee AD

Title: Athletic DirectorDate: 8/23/2023

00023412-3

BC





**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, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and University of Vermont (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)
Dec 22, 2023	Oxford, OH	TBD
TBD (2024)	Burlington, VT	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, 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, 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: 
48F4DC607EA94A0...
Athletic Director or Designee

Title: **Director of Athletics**

Date: **8/15/2023**

SFS Initials: 

Facility Manager Initials: 

By: 
41E0F6341C774C3...
Athletic Director or Designee

Title: **Assistant AD**

Date: **8/15/2023**



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 16th day of August, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and wilberforce (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)
Dec 29, 2023	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.

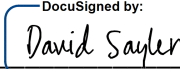
11. **MORALS.** Either party (the “Terminating Party”) may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party (“Offending Party”), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, 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, 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: 
48F4DC807EA94A0...
Athletic Director or Designee

Title: **Director of Athletics**

Date: **8/17/2023**

SFS Initials: 

Facility Manager Initials: 

By: 
D1AF70490064465...
Athletic Director or Designee

Title: **Head Men's Basketball Coach**

Date: **8/17/2023**



CONTRACT

This Agreement, made this 7th day of March, 2023, between Russ Potts Productions, Inc., a corporation under the laws of the Commonwealth of Virginia (hereinafter "RPPI"), and Miami University (hereinafter "Miami Ohio").

WHEREAS, RPPI, the organizer of the 2023-24 Men's Basketball exempt Multiple Team Event ("Event") has selected Miami Ohio as a host participant in the Event to be held on dates mutually agreeable to Miami Ohio, RPPI and any participant for the Event during the 2023-24 NCAA Men's Basketball season. The name of the Event is to-be-determined ("TBD"), and may accommodate entitlement sponsorship(s) or other naming preferences, at the discretion of RPPI.

1. Miami Ohio shall play a total of two (2) home games in conjunction with this agreement. The NCAA qualifying exempt Event will have a non-bracketed tournament structure, and include two (2) home games.
2. Once game dates are mutually agreed upon by the parties and confirmed with the opponents, such dates may only be adjusted upon mutual agreement of Miami Ohio, RPPI and any contracted participant opponent teams impacted by such date change. The time of games played at Miami Ohio shall be determined by Miami Ohio with input by RPPI to ensure viability and facilitate the scheduling needs of all opposing teams.
3. Miami Ohio shall pay an Event hosting fee of One Hundred Thirty Thousand Dollars (\$130,000) to RPPI for the organization of this package of games. Miami Ohio will receive a total of two (2) home games. Unless otherwise determined by RPPI, on the date between Miami Ohio's home games, the visiting teams will play a neutral game between one-another at Miami Ohio. Miami Ohio shall have approval over the teams and dates it plays at home as part of this agreement. RPPI shall pay financial guarantees and considerations to opponents and will handle all negotiations with participating teams.
4. Miami Ohio shall be responsible for all costs and services provided to host a standard home college basketball game as it pertains to all games played at Miami Ohio, including hosting neutral games if applicable, as part of this agreement including, but not limited to the following:
 - a. Provide adequate liability insurance coverage for all risks normally associated with hosting a college basketball game.
 - b. Provide locker room facilities for participating teams and game officials.

- c. Costs associated with game officials, including replay, for games played at Miami Ohio as part of this agreement. Miami Ohio shall be responsible for coordination and assignment of game officials and shall provide RPPI with written confirmation of game official assignments seven days prior to each game as part of this Event.
5. Miami Ohio shall retain all revenues from ticket sales, food & beverage, parking, existing sponsorships and merchandise. Miami Ohio shall be responsible for any associated tax, including but not limited to sales tax. RPPI shall reserve the right to secure and retain Event-specific entitlement sponsorship(s), in conjunction with Miami Ohio's marketing rights partner.
6. RPPI shall provide twenty (20) tournament gifts to Miami Ohio along with gifts to each participating team in the Event, and will assume the expense of these gifts.
7. An All-Tournament Team and Tournament MVP shall be selected and receive awards at the conclusion of the Event. Award recipients shall be selected by the media, where applicable. RPPI will assume the expense of these awards.
8. Miami Ohio shall provide fifty (50) complimentary tickets to each participating opponent team for the games played at Miami Ohio. The Miami Ohio ticketing office shall work directly with each participating school regarding ticket allocation and seating location. Miami Ohio shall provide RPPI with up to twenty-five (25) complimentary tickets per game to be used by RPPI and any Event entitlement sponsor, shall one or more be secured.
9. RPPI shall have a limited license to use Miami Ohio approved marks, logos, pictures and other content related to the promotion of the Event.
10. Miami Ohio and the Mid-American Conference ("MAC") shall be the television rights holder for all games played at Miami Ohio as part of this Event. Radio broadcast rights for Miami Ohio home games will be retained by Miami Ohio and the visiting teams. Visiting teams shall be given an outlet for radio broadcast rights in their home market.
11. Miami Ohio's Sports Information Office (or equivalent office) will administer press row duties for the Event games and issue all credentials for games at Miami Ohio. RPPI shall be provided with up to eight (8) All-Access (or equivalent) credentials for the Event.
12. The regular season program, printed at Miami Ohio's expense, shall be used for this Event. Typical advertising revenues and program sales revenue shall be retained by Miami Ohio. If RPPI retains entitlement sponsor(s), Miami Ohio agrees to include sponsor logo on the program cover and provide up to two (2) full color pages for advertisement at no cost. If Miami Ohio does not produce a game program, RPPI and Miami Ohio shall mutually agree on inclusion on roster cards, digital programs, or other suitable replacements to a traditional game program.

13. RPPI shall use best efforts to complete the tournament field in a timely manner. If necessary, should currently planned teams and dates need to change, Miami Ohio's approval over teams and dates shall not be unreasonably withheld. Understanding the foregoing, Miami Ohio and RPPI each have the right to nullify this agreement if the tournament field has not been completed and all participants contracted by August 31, 2023. If this agreement is nullified under this provision, Miami Ohio and RPPI shall not be due any damages, financial or otherwise, from the other party. If Miami Ohio terminates this agreement for any reason other than a force majeure occurrence as described in item 15, Miami Ohio shall make a termination payment to RPPI in the amount of One Hundred Thirty Thousand Dollars (\$130,000) which shall be due within ten (10) days upon termination.
14. Financial settlement for this Event shall be from Miami Ohio to RPPI within thirty (30) days of the last game played as part of this agreement and made payable to Russ Potts Productions, Inc. 117 E. Piccadilly Street, Ste. 100C, Winchester, VA 22601.
15. 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, act of public enemy, terror, or war, governmental act, epidemic, pandemic, 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 shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.
16. On-going COVID-19 Notice. As the parties are aware, the on-going COVID-19 virus with its evolving variants remains in occurrence at the time of the issuance of this contract, and may well still affect the scheduling of games, cancellations, substitution of teams, dates, and other related impacts throughout the course of scheduling for this upcoming 2023-24 season and the actual staging of the games. Because of this, RPPI shall make best efforts to ensure the agreement is fulfilled as outlined, and games are staged as planned, but should RPPI run into various issues or contractual conditions that could impact Miami Ohio's planned games or financial parameters, RPPI will communicate with Miami Ohio in a timely manner and suggest remedies/resolutions for the parties of this agreement and for the parties/teams with games directly or indirectly related to Miami Ohio's package/Event games. Should the opponent(s) fulfill their obligation to play any applicable game(s), even if dates are changed, the guarantee amount paid by Miami Ohio to RPPI cannot be reduced. RPPI shall require the parties of this agreement, and the parties of any related game agreements, to act "in good faith" with the goal of fulfilling contracts and staging games, and acting in good faith, any changes related to on-going COVID-19 would be considered a Force Majeure Event, if necessary. RPPI will be providing this same or similar "On-going COVID-19 Notice" language to all teams with games related to

Miami Ohio's package/Event with the goal of mutual cooperation between RPPI and the various teams to efficiently find a reasonable resolution to any situation that may arise.

17. Modification. Except as otherwise set forth in this Agreement, this Agreement may be modified or amended only by a written instrument properly executed by the parties.
18. 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.
19. Assignment. This Agreement is specific to Miami Ohio and it may not assign or delegate any of its rights or obligations hereunder. RPPI shall have the right, upon notice to Miami Ohio, to assign any of its rights or obligations hereunder to any parent, subsidiary, affiliate, and/or successor of RPPI, provided the new party accepts and assumes all related terms, conditions and obligations of this Agreement.
20. 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, a nationally recognized courier with tracking ability, or by email, to the address/email below, or to such other address as such party direct by providing written notice to the other party.

To Miami Ohio:

To RPPI:

Russ Potts Productions, Inc.
Attn. Zach Franz
117 E. Piccadilly Street, Ste. 100C
Winchester, VA 22601
zachfranz@rppi.net

Accepted by:



Miami University

Date: 05/03/2023



Russ Potts Productions, Inc.

Date: 5/05/23

Wright State University

Intercollegiate Athletics Sporting Event Agreement

This Agreement is made between Wright State University, 3640 Colonel Glenn Highway, Dayton, Ohio 45435 ("Host Institution") and Miami University, 230 Millett Hall, Oxford, OH 45056 ("Visiting Team"), collectively called "Institutions."

RECITALS

A. Host Institution and Visiting Team desire to schedule an athletic event between their respective ☒ men's ☐ women's varsity basketball teams ("Game").

TERMS

In consideration of the terms, conditions, covenants, and promises hereinafter contained, the Institutions mutually agree as follows:

1.0 Game Scheduled.

Institutions' ☒ men's ☐ women's varsity basketball teams shall play each other at the Wright State University Ervin J Nutter Center ("Game Site"), on the 5th day of December, 2020 at TBD ☐ a.m. ☐ p.m. Game Site time ("Game Time").

2.0 Financial Arrangements.

Host Institution agrees to pay Visiting Team 0 dollars or 0 % of the net gate revenue.

3.0 Rules Governing Game.

Game shall be governed by the eligibility and athletic rules of the Horizon League.

4.0 Officiating.

There shall be three (3) officials for Game, appointed by the Wright State University Department of Intercollegiate Athletics.

5.0 Complimentary Tickets.

Host Institution will provide the Visiting Team 75 complimentary tickets to the Game.

75 OK per conversation with Clint Sargent and Jeff Rutter 11-8-18

6.0 Media Broadcast Rights.

All media rights, including but not limited to television and radio, belong to Host Institution.

7.0 Additional Conditions.

This will be the first of a 4-year series:

Wright State University at Miami University in 2021, date & time TBD

Miami University at Wright State University in 2022, date & time TBD

Wright State University at Miami University in 2023, date & time TBD

8.0 Termination.

This agreement may be terminated by either party in writing upon the occurrence of any of the following events:

- a. Failure of a party to perform any of its obligations under this contract;
- b. The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

9.0 Impossibility

If it becomes impossible to play the game for reasons of power failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by either Host Institution or Visiting Team, the game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games covered by this Agreement.

10.0 Cancellation or Rescheduling

In the event any game to be played hereunder is canceled or rescheduled as a result of a change in the scheduling requirements of parties' conference, neither party shall be responsible to the other for any loss or damage resulting from such change. For purposes of this paragraph, a change in scheduling requirements shall include, without limitation, changes in the number of conference games to be played, changes resulting from the addition or subtraction of conference members, or any other changes in conference schedules.

11.0 Damages.

If a party fails to appear at the time and place scheduled for the Game for any reason other than those stated in paragraphs 9 and 10, the party who fails to appear shall pay liquidated damages in the amount of \$ 50,000 to the other party. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for loss of revenue and shall not be viewed as a penalty. The party who fails to appear must make payment to the other party no later than six (6) months following the scheduled date of the Game.

12.0 Insurance.

The Visiting Team shall obtain and keep the following insurance in force:

- a. Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence coverage for bodily injury and property damage. This policy shall include coverage for liabilities arising out of premises, operations, independent contractors, and liability assumed under an insured contract.
- b. Statutory workers' compensation coverage and employers liability at one million dollars (\$1,000,000) per occurrence.
- c. Auto Liability coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage for any owned, hired, and non-owned vehicles.

The policies (excluding workers' compensation) shall be endorsed to include Wright State University as an additional insured. Upon request, the Visiting Team will provide a Certificate of Insurance evidencing coverage.

13.0 Indemnification.

To the extent permitted by law, Visiting Team agrees to hold Host Institution, its governing board, employees, and agents harmless from and against all liability, loss, damage, expense, or claims of any nature arising out of the conduct of Game and the transportation to and from Game.

14.0 Assignment.

The rights and responsibilities granted hereunder are not assignable or transferable.

15.0 Severability.

The parties understand and agree that should any provision of this Agreement be declared by a tribunal of competent jurisdiction to be null and void, the remaining provisions of this Agreement will remain in full force and effect.

16.0 Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. This Agreement may be amended at any time only in a writing signed by authorized representatives of both parties.

17.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to choice of law and conflicts of law principles. Only Ohio courts shall have jurisdiction over any action or proceeding concerning any disputes arising from or incident to this Agreement.

18.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service, emailed, or hand delivered, when addressed as follows:

To Host Institution:
Wright State University
Department of Intercollegiate Athletics
Attn: Game Contracts
3640 Colonel Glenn Highway
Dayton, Ohio 45435-0001

To Visiting Team:
Miami University

230 Millett Hall
Oxford, OH 45056

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, the authorized representatives of the parties execute this Agreement
on this 19 day of November, 2018.

HOST INSTITUTION:
Wright State University

by Lindsay
Ramge

Digitally signed by Lindsay Ramge
DN: cn=Lindsay Ramge, o=Wright State
University, ou=Contract Services,
email=lindsay.ramge@wright.edu, c=US
Date: 2018.11.19 10:46:18 -05'00'

(Signature)
Lindsay E. Ramge
(Printed Name)
Assoc. Director of Contract Services
(Title)

VISITING TEAM:
Miami University

(Signature)
Jude Kelly
(Printed Name)
Deputy AD / Chief of Staff
(Title)

DAVIDSON COLLEGE
Department of Athletics Competition Agreement
2023-24

THIS AGREEMENT entered into **August 17, 2023**, is by and between **DAVIDSON COLLEGE** and **MIAMI of OHIO**.

The terms of the agreement shall be:

1. The parties mutually agree for their respective **men's basketball** teams to compete in a game as follows:

DATE: December 9, 2023 **LOCATION:** Davidson College **TIME:** TBD

2. The host institution agrees to pay the visiting institution the sum of **\$85,000 + 1 night of hotel rooms** as a guarantee for playing said game.
3. The visiting institution shall be allowed 50 complimentary tickets.
4. Officials for this game will be paid and assigned by the host institution and will be approved by Brian Kersey, the supervisor for the A10.
5. The host institution maintains all radio and television rights to the event(s) unless otherwise specified below.

Other Conditions: Failure of either institution to honor this contract shall result in payment of \$100,000 by the forfeiting institution unless such cancellation/forfeiture is due to mutual arrangement between the two institutions or other conditions beyond the control of the host institution or visiting institution.

<p style="text-align: center;">MIAMI of OHIO</p> <p>DocuSigned by: _____ 8/17/2023</p> <p>Signed: <u>David Saylor</u> Date: _____</p> <p style="font-size: small;">48F4DC607EA94A0...</p> <p>Director of Athletics (or designee)</p>	<p style="text-align: center;">DAVIDSON COLLEGE</p> <p>Signed: <u>Dick Cooke</u> Date: 8/17/23</p> <p style="text-align: center;">Dick Cooke</p> <p style="text-align: center;">Associate Director of Athletics</p>
<p>DocuSigned by: _____ 8/17/2023</p> <p>Signed: <u>[Signature]</u> Date: _____</p> <p style="font-size: small;">21CBD74DA0C2454...</p> <p>Head Men's Basketball Coach</p>	<p>Signed: <u>[Signature]</u> Date: 8/17/23</p> <p style="text-align: center;">Matt McKillop</p> <p style="text-align: center;">Head Men's Basketball Coach</p>

Please return one signed copy to: Dick Cooke, Davidson College, P.O. Box 7158, Davidson, NC 28035, or email to dicooke@davidson.edu

