

# GAME CONTRACT - Football

## SOUTHEASTERN CONFERENCE & UK Athletics

This AGREEMENT is made and entered into this 10<sup>th</sup> day of April 2017 in the city of Lexington, Commonwealth of Kentucky, by and between the UNIVERSITY OF KENTUCKY (hereinafter designated as the HOME TEAM) and Miami University (hereinafter designated as the VISITING TEAM).

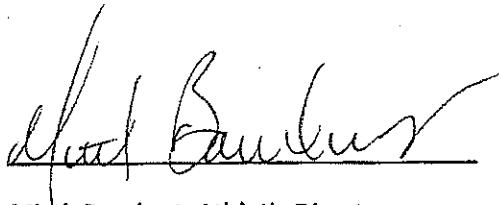
WITNESSETH that:

1. The said parties agree to cause their respective varsity teams to meet in the city of LEXINGTON in the state of KENTUCKY on the 3<sup>rd</sup> Day of September, 2022, and then engage in a game of Football (the game). Should the NCAA Rules governing the start of the playing season to be altered, this game would be rescheduled to the first Saturday of the amended NCAA Football Playing Season. The game is to be played at TBA o'clock.
2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of its own conference and the NCAA.
3. Ticket prices shall be set by the HOME TEAM.
4. The HOME TEAM agrees to pay the VISITING TEAM the sum of \$ 1,400,000 as a guarantee for playing said game.
5. The VISITING TEAM shall be provided 500 complimentary tickets (*including the band*). The cheerleaders and mascot shall be admitted free of charge provided they are in uniform.
6. The VISITING TEAM will be allotted 3000 tickets *for sale* to its followers (including band, if needed). Any tickets not sold by the VISITING TEAM must be returned to the HOME TEAM no later than 8/1/22 prior to the game.
7. The VISITING TEAM shall be provided with 60 sideline passes (including coaches).

8. The radio broadcast of the game shall be the property of both participating teams. The rights of each team are as follows: The HOME TEAM shall retain the revenue from and full control of radio rights, but with the understanding that the VISITING TEAM shall have an outlet free of charge and the revenue derived therefrom.
9. Television rights shall be the property of both teams and conform to existing conference and national governing body contracts. No live television of the game covered by this contract shall be permitted without mutual consent of both parties. This is to include but is not limited to CATV and pay-per-view. It is further agreed that:
- a. Each party may arrange for closed circuit television presentations of the games on the respective campuses, and for alumni groups around the country, and to retain the revenue derived therefrom.
  - b. Each party shall have the right to produce film and/or video tapes of the game and to authorize their use for coach's shows and delayed telecast, under restrictions set forth by the Southeastern Conference and any national governing bodies.
  - c. The HOME TEAM agrees to provide reasonable press box facilities for the origination of programs described herein.
  - d. All programs produced as a result of this Article shall be governed by intercollegiate rules. To the extent that permission and/or approval of either or both schools is required by said rules or regulations for the origination and presentation of programs provided for herein, both schools do hereby agree that such permission shall not be unreasonably withheld.
10. Officials for the game shall be assigned by the SEC and payment shall be made accordingly by the Home Team.
11. Either party failing to comply with the conditions of Article 1, either by cancellation or failure to appear, shall forfeit money in the amount of **\$1,000,000** unless such cancellation shall be mutual consent in which case this agreement shall be null and void.

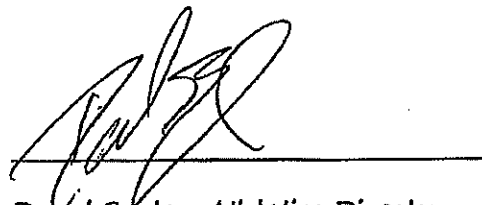
12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority or prohibitory or governmental authority or any other event or reason beyond the control of either party, including that of the Southeastern Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement.

13. The following additional games shall be played under the same terms and conditions unless otherwise indicated on the following dates and times: N/A



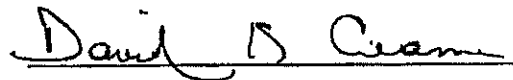
Mitch Barnhart, Athletic Director  
University of Kentucky

Date: 4-19-17



David Sayler, Athletics Director  
Miami University, Ohio

Date: 4/11/17



David Creamer, VP Finance  
Miami University, Ohio

Date: April 17, 2017



## NORTHWESTERN ATHLETICS

August 23, 2017

David Sayler  
Director of Athletics  
Miami University  
230 Millett Hall  
Oxford, Ohio 45056

Dear David:

This letter will serve as an Addendum to our contract for a football game that was signed on December 1, 2016.

This Addendum confirms that the date of the football game in the agreement between Miami University and Northwestern University will move from September 17, 2022 to September 24, 2022.

All other components and clauses from that agreement remain in place.

Please return a signed copy of this agreement for the file. Thank you.

Sincerely,

Steven A. Green  
Deputy Director of Athletics

For Northwestern University:

Steven A. Green

8/25/17

date

For Miami University:

David Sayler

8/24/17

date

Miami addendum

CHICAGO'S BIG TEN TEAM™

1501 CENTRAL STREET, EVANSTON, IL 60208-3630 | 847.491.3205 | NUSPORTS.COM | @NU\_SPORTS

## AGREEMENT

This is a record of the agreement made November 21, 2016 by and between Northwestern University ("Home Team") and Miami University of Oxford, Ohio ("Visiting Team"):

1. PURPOSE. The purpose of this agreement is to confirm the arrangements and conditions under which Northwestern and Miami University will compete in one game of football during the regular football season as set forth in section 2.
2. EVENT. Each party shall cause its varsity team to play the other in a game of football (a "Game or Games") in accordance with the terms of this agreement. The game shall be held as set forth below:

DATE  
September 17, 2022

PLACE  
Evanston, IL

TIME  
TBA

3. RULES FOR THE CONTEST. The contest shall be governed by the rules of National Collegiate Athletic Association ("NCAA") as in effect at the time of the contest.
4. ELIGIBILITY OF TEAM MEMBERS. The eligibility of each team member to participate in the game shall be governed by the rules and regulations of the NCAA, his institution and the rules of the athletic conference, if any, of which each institution is a member.
5. OFFICIALS. The officials for the contests shall be assigned by the coordinator of football officiating of the conference of the Home Team.
6. COMPENSATION TO VISITING TEAM.
  - A. The Home Team for the game shall compensate the Visiting Team a flat fee of \$950,000 (nine hundred and fifty thousand dollars), and no other compensation shall be due or payable.
  - B. The Home Team shall pay the Visiting Team the amount due hereunder not later than February 15, following the contest.
  - C. Revenue from radio and television shall be handled as set forth in succeeding paragraphs and shall be in addition to any compensation payable under this paragraph.

7. ALLOCATION AND PRICING OF TICKETS.

- A. Ticket prices shall be set by the Home Team.
- B. No tickets shall be allocated to the following people, all of whom are to be admitted free of charge: (i) bands; (ii) cheerleaders and mascots for each team, when in uniform; and (iii) game workers, defined as those who have a specific and necessary duty to perform at the game and do not occupy saleable seats.
- C. The Visiting Team shall be allowed 400 complimentary tickets.
- D. If requested, up to 5,000 tickets shall be allocated to the Visiting Team's institution and will be provided by August 1 preceding the scheduled contest. The Visiting Team shall account for all tickets issued at the price printed thereon and shall return for credit all unsold tickets (over the 400 complimentary) by the Monday preceding the contest. (Marching Band and cheerleaders are admitted at no charge. Marching Band location will be within the visiting team seat block).

8. SIDELINE AND PRESS BOX PASSES. The Visiting Team shall be provided with the following: 60 sideline passes, 8 athletic director booth passes (at NU, 6 seats, 2 standing room), 8 coaches' booth passes, 4 video passes, 6 all-access passes and 10 parking passes. All Visiting Team sideline passes will be restricted to the Visiting Team area (between the 25 yard lines).

9. RADIO AND FILM RIGHTS.

- A. The Home Team shall retain the revenue from and have full control of all radio rights to broadcast the game as well as all film rights.
- B. Notwithstanding the foregoing, the Visiting Team shall be allowed one free commercial outlet for a live or delayed radio broadcast and shall retain the revenue from such broadcast.

10. TELEVISION. Miami University acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) NORTHWESTERN home football games and certain games played at a neutral site have been assigned by NORTHWESTERN to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) NORTHWESTERN has no ability to grant to Miami University any rights for the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home football team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home team or of games played pursuant to this Agreement at certain neutral sites. NORTHWESTERN acknowledges

and agrees that Miami University shall have the exclusive right to enter into agreements with respect to telecast or distribution of games played pursuant to this Agreement in which Miami University is the home football team and to retain all revenues derived there from. Notwithstanding the foregoing, the respective rights, if any, of NORTHWESTERN and Miami University with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting football team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Miami University which separate agreement shall govern certain aspects of any football games played between the member institutions of The Big Ten and Miami University, provided, that in the absence of any such agreement, the terms of this Agreement shall control.

11. USE OF GAME VIDEO. 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 for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its football team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. Any other usage by the Visiting Team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and Miami University.
12. PROGRAMS. The Visiting Team shall be furnished 75 free programs to be delivered to its dressing room at least one hour before game time.
13. CONCESSIONS, PARKING AND PROGRAM INCOME. The Home Team shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the Home Team.
14. IMPOSSIBILITY. If both parties agree that an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest will be cancelled and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement.
15. DAMAGES.

If the home team or the visiting team cancels a contest identified in this agreement or otherwise elects for any reason not to participate in any of the contests identified in this agreement, then said Team shall pay to the other Team for each such contest that does not occur:

A.) Any and all reasonable expenses and liabilities incurred by the non-canceling Team in preparing for the event, together with any and all other reasonable expenses or liabilities sustained by the non-canceling Team as a result of the terminating Team's failure to participate in the contest; and

B.) A liquidated sum of \$950,000; provided, however, that the home team or visiting team gives the home team or visiting team at least twenty-four (24) months advance written notice. Should notice be provided less than twenty-four (24) months in advance of the contest, then this liquidated sum shall be \$1,900,000. The parties agree that it is difficult to predict attendance and revenues for any particular contest, so that this sum shall represent liquidated damages for the Home Team's loss of revenue.

C.) If the respective Conferences to which the home team or visiting team reside mandate a change in the number of intra-conference games resulting in a cancellation of any game(s) in the series listed in Section 2, no cancellation penalty will be assessed. Both teams will make a good faith effort to re-schedule a game to another season if game as scheduled does not take place.


D.) Notwithstanding the provisions of this Paragraph 15, if either the home team or the visiting team change conferences, or their respective conferences dissolve to form a new model representing the Football Championship in Division I, and schedule modifications are mandated, there will be no cancellation penalty if any games listed in Section 2 are terminated.

16. INTEGRATION. This contract is the total agreement between the two parties, superseding prior agreements, if any. Any additions or modifications must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto by their respective officers duly authorized, have caused this agreement to be executed as of the date first above written.



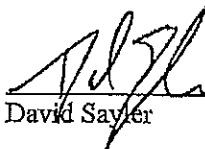
FOR NORTHWESTERN UNIVERSITY

By:   
Steven A. Green

Title: Deputy Director of Athletics


Date: December 1, 2016

FOR MIAMI UNIVERSITY

By:   
David Saylor

Title: Director of Athletics

Date: 11/30/16

By:   
Dr. David K. Creamer

Title: Sr. Vice President  
for Business and Finance

Date: 11/30/16

## AGREEMENT

This is a record of the agreement made February 22, 2017 by and between Northwestern University ("Home Team") and Miami University of Oxford, Ohio ("Visiting Team"):

1. PURPOSE. The purpose of this agreement is to confirm the arrangements and conditions under which Northwestern and Miami University will compete in one game of football during the regular football season as set forth in section 2.
2. EVENT. Each party shall cause its varsity team to play the other in a game of football (a "Game or Games") in accordance with the terms of this agreement. The game shall be held as set forth below:

DATE  
September 21, 2024

PLACE  
Evanston, IL

TIME  
TBA

3. RULES FOR THE CONTEST. The contest shall be governed by the rules of National Collegiate Athletic Association ("NCAA") as in effect at the time of the contest.
4. ELIGIBILITY OF TEAM MEMBERS. The eligibility of each team member to participate in the game shall be governed by the rules and regulations of the NCAA, his institution and the rules of the athletic conference, if any, of which each institution is a member.
5. OFFICIALS. The officials for the contests shall be assigned by the coordinator of football officiating of the conference of the Home Team.
6. COMPENSATION TO VISITING TEAM.
  - A. The Home Team for the game shall compensate the Visiting Team a flat fee of \$1,100,000 (one million and one hundred thousand dollars), and no other compensation shall be due or payable.
  - B. The Home Team shall pay the Visiting Team the amount due hereunder not later than February 15, following the contest.
  - C. Revenue from radio and television shall be handled as set forth in succeeding paragraphs and shall be in addition to any compensation payable under this paragraph.

7. ALLOCATION AND PRICING OF TICKETS.

- A. Ticket prices shall be set by the Home Team.
- B. No tickets shall be allocated to the following people, all of whom are to be admitted free of charge: (i) bands; (ii) cheerleaders and mascots for each team, when in uniform; and (iii) game workers, defined as those who have a specific and necessary duty to perform at the game and do not occupy saleable seats.
- C. The Visiting Team shall be allowed 400 complimentary tickets.
- D. If requested, up to 5,000 tickets shall be allocated to the Visiting Team's institution and will be provided by August 1 preceding the scheduled contest. The Visiting Team shall account for all tickets issued at the price printed thereon and shall return for credit all unsold tickets (over the 400 complimentary) by the Monday preceding the contest. (Marching Band and cheerleaders are admitted at no charge. Marching Band location will be within the visiting team seat block).

8. SIDELINE AND PRESS BOX PASSES. The Visiting Team shall be provided with the following: 60 sideline passes, 8 athletic director booth passes (at NU, 6 seats, 2 standing room), 8 coaches' booth passes, 4 video passes, 6 all-access passes and 10 parking passes. All Visiting Team sideline passes will be restricted to the Visiting Team area (between the 25 yard lines).

9. RADIO AND FILM RIGHTS.

- A. The Home Team shall retain the revenue from and have full control of all radio rights to broadcast the game as well as all film rights.
- B. Notwithstanding the foregoing, the Visiting Team shall be allowed one free commercial outlet for a live or delayed radio broadcast and shall retain the revenue from such broadcast.

10. TELEVISION. Miami University acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) NORTHWESTERN home football games and certain games played at a neutral site have been assigned by NORTHWESTERN to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) NORTHWESTERN has no ability to grant to Miami University any rights for the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home football team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home team or of games played

pursuant to this Agreement at certain neutral sites. NORTHWESTERN acknowledges and agrees that Miami University shall have the exclusive right to enter into agreements with respect to telecast or distribution of games played pursuant to this Agreement in which Miami University is the home football team and to retain all revenues derived there from. Notwithstanding the foregoing, the respective rights, if any, of NORTHWESTERN and Miami University with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting football team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Miami University which separate agreement shall govern certain aspects of any football games played between the member institutions of The Big Ten and Miami University, provided, that in the absence of any such agreement, the terms of this Agreement shall control.

11. USE OF GAME VIDEO. 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 for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its football team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. Any other usage by the Visiting Team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and Miami University.
12. PROGRAMS. The Visiting Team shall be furnished 75 free programs to be delivered to its dressing room at least one hour before game time.
13. CONCESSIONS, PARKING AND PROGRAM INCOME. The Home Team shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the Home Team.
14. IMPOSSIBILITY. If both parties agree that an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest will be cancelled and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement.

15. DAMAGES.

If the home team or the visiting team cancels a contest identified in this agreement or otherwise elects for any reason not to participate in any of the contests identified in this agreement, then said Team shall pay to the other Team for each such contest that does not occur:

- A.) Any and all reasonable expenses and liabilities incurred by the non-canceling Team in preparing for the event, together with any and all other reasonable expenses or liabilities sustained by the non-canceling Team as a result of the terminating Team's failure to participate in the contest; and
- B.) A liquidated sum of \$1,100,000; provided, however, that the home team or visiting team gives the home team or visiting team at least twenty-four (24) months advance written notice. Should notice be provided less than twenty-four (24) months in advance of the contest, then this liquidated sum shall be \$2,200,000. The parties agree that it is difficult to predict attendance and revenues for any particular contest, so that this sum shall represent liquidated damages for the Home Team's loss of revenue.
- C.) If the respective Conferences to which the home team or visiting team reside mandate a change in the number of intra-conference games resulting in a cancellation of any game(s) in the series listed in Section 2, no cancellation penalty will be assessed. Both teams will make a good faith effort to re-schedule a game to another season if game as scheduled does not take place.
- D.) Notwithstanding the provisions of this Paragraph 15, if either the home team or the visiting team change conferences, or their respective conferences dissolve to form a new model representing the Football Championship in Division I, and schedule modifications are mandated, there will be no cancellation penalty if any games listed in Section 2 are terminated.

16. INTEGRATION. This contract is the total agreement between the two parties, superseding prior agreements, if any. Any additions or modifications must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto by their respective officers duly authorized, have caused this agreement to be executed as of the date first above written.

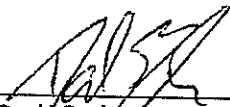
FOR NORTHWESTERN UNIVERSITY

By:   
Steven A. Green

Title: Deputy Director of Athletics

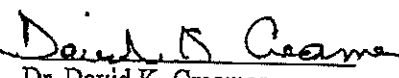
Date: 2/28/17

FOR MIAMI UNIVERSITY

By:   
David Saylor

Title: Director of Athletics

Date: 2/22/17

By:   
Dr. David K. Creamer

Title: Sr. Vice President  
for Business and Finance

Date: 2-27-17



**MIAMI UNIVERSITY  
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 26th day of July, 2019 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Robert Morris 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 football teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
Sept. 10, 2022	Yager Stadium, Oxford OH	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.

3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

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4. **COMPENSATION.** The Home Team agrees to pay the amount of three-hundred-and-thirty-five-thousand dollars (\$335,000), to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in Section 5 shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 350 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 of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$335,000, 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. Visiting Team shall be permitted to broadcast the Event via radio and or television feed to its local market, and Home Team shall provide Visiting Team with the space and equipment necessary to accomplish the above.

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10. **IMPOSSIBILITY.** It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which hereafter arise by reason of unusual occurrences, Acts of God and Nature, Acts of a Common Enemy, and which would make desirable or necessary the cancellation of this Agreement, or any portion thereof. If either party, because of an occurrence of such an exigency, should indicate in writing its desire to cancel this Agreement, or any portion thereof, the Agreement to that extent shall be cancelled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by both parties.



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

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

FOR: MIAMI UNIVERSITY

FOR: ROBERT MORRIS UNIVERSITY

By: David B Cream  
Athletic Director or Designee

By: Melissa A Micco  
Melissa Micco

Title: Senior Vice President

Title: Chief Accounting & Financial Planning Office

Date: September 13, 2019

Date: 9-12-19

## FOOTBALL CONTRACT

**THIS AGREEMENT** is entered into on **August 9, 2017**, between **MIAMI UNIVERSITY (“Miami”)** and **University of Cincinnati (“Cincinnati”)**.

**WHEREAS**, Miami and Cincinnati desire to provide the participation between the parties’ varsity football teams in games of football.

**WHEREAS**, each of the parties involved will field a varsity football team that falls within the NCAA guidelines of a Division 1A “counter” in terms of grant in aids awarded.

**NOW, THEREFORE**, in consideration of the foregoing, Miami and Cincinnati agree as follows:

1. The varsity football teams representing the above institutions shall play games of football as set forth below:

<u>Date</u>	<u>Location</u>	<u>Time</u>
September 16, 2017	Miami University	8:00 pm
September 8, 2018	Paul Brown Stadium <sup>1</sup>	TBD
September 14, 2019	University of Cincinnati	TBD
September 19, 2020	Miami University	TBD
September 4, 2021	University of Cincinnati	TBD
September 17, 2022	Paul Brown Stadium <sup>2</sup>	TBD
September 16, 2023	University of Cincinnati	TBD
September 14, 2024	Miami University	TBD
September 6, 2025	University of Cincinnati	TBD
September 19, 2026	Paul Brown Stadium <sup>3</sup>	TBD
September 11, 2027	Miami University	TBD
September 9, 2028	University of Cincinnati	TBD
September 8, 2029	Miami University	TBD

<sup>1</sup> The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Miami. Miami will be listed as the Home Team for the event and venue. Miami will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

<sup>2</sup> The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Miami. Miami will be listed as the Home Team for the event and venue. Miami will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

<sup>3</sup> The game will be played at Paul Brown Stadium and there will be a 50/50 split of all net revenues and all Paul Brown Stadium Game Operation Expenses assessed to the institutions. Revenue generated from any sponsors specific to the game at Paul Brown Stadium will be shared equally 50/50. TV rights will remain with Cincinnati. Cincinnati will be listed as the Home Team for the event and venue. Cincinnati will serve as the contracting agent with Paul Brown Stadium. An addendum to this contract will outline specific revenue, expense, sponsorship and ticket pricing for the game at Paul Brown Stadium.

2. The eligibility of the participating players, and other rules, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the teams respective Conferences and the institutional rules of the Home Team and the Visiting Team.
3. The game officials in charge of officiating the football games shall be appointed by the Visiting Team's Conference and their expenses shall be paid by the Visiting Team.
4. The Visiting Team will be allowed 400 complimentary tickets.
5. Miami and Cincinnati agree to eliminate the annual guarantee payment of \$40,000 to visiting team for playing each game and eliminate the guaranteed purchase of \$40,000 in tickets by the visiting team for each game herein.
6. The Home Team will make Three Thousand (3,000) tickets available for purchase by the Visiting Team. The Visiting Team shall return all unsold tickets not later than Thirty (30) days prior to the contest date or pay the face value of the tickets to the Home Team.
7. Upon approval of Home Team, which will not be unreasonably withheld, the Visiting Team's cheerleaders, band members (no more than 300) and pompom squad members 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 Home Team. A request by the Visiting Team for its band to perform shall be made no later than Thirty (30) days prior to date of game.
8. The Home Team will set ticket prices.
9. The Visiting Team shall be allowed Sixty (60) sideline passes at no charge. Sideline passes are for use by coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team Bench area.
10. Home Team 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 Home Team.
11. Home team shall have a medical doctor and an ambulance at the game site throughout the period of the football game.
12. The Visiting Team understands that Home Team has assigned its live, over-the-air broadcast and cable television rights to the football game to their respective Conference Office, which in turn has contracted with certain television networks and cable broadcasters ("Conference Contracts"). Conditions in the Conference Contracts relating to television exposure and/or exclusivity shall apply to Home Teams participation in the football game.
13. Any discussion regarding the conditions of the Conference Contracts should be directed to the respective Conference offices of each team. The Visiting Team agrees that it will negotiate any agreement for rights to televise the football game and related rights fees, if any, with the Home Team's Conference.
14. Television revenue distribution shall be governed by the Home Team's Conference's agreement.
15. The Home Team 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. The Home Team shall not be required to make any alteration to existing facilities for purposes of this Agreement.

16. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and the Home Team agrees to provide reasonable facilities for such cameras as may be required.
17. 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.
18. If it becomes impossible to play the football 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 mutual agreement of both parties, 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.
18. <sup>18</sup> ~~17~~ Either party failing to comply with the conditions of Article 1 for any reason other than those stated in Article ~~17~~ above, will forfeit money in the amount of \$500,000 per contest if notification occurs less than 5 years prior to the date of the contest or \$100,000 if notification occurs more than 5 years prior to the date of the contest unless cancellation will be by mutual consent in which case this agreement will be null and void.
19. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
20. The Visiting Team recognizes that the Home Team has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into Home teams football stadium. The Visiting Team agrees to consult with Home Team before the football game to ensure that the Visiting Team does not bring products or items into Home Teams football stadium that violate Home Teams corporate sponsor agreements.
21. Any notice required under this Agreement to be given by either Miami University or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to Miami

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

If to Cincinnati

Director of Athletics  
University of Cincinnati  
Richard E Center  
2751 O'Varsity Way  
Cincinnati, OH 45221

22. 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.
23. 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.
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 either participating teams.

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.

MIAMI UNIVERSITY BY:

  
Director of Athletics

8/25/17  
Date

  
Date

Vice President for Finance and Business Affairs

Name: UNIVERSITY OF CINCINNATI

DocuSigned by:

 / 8/25/2017

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Director of Athletics

Date

DocuSigned by:



8/24/2017

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Date

General Counsel