



January 25, 2023

VIA EMAIL (killija@miamioh.edu)

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

Dear Mr. Sayler:

I am writing regarding the football game between the University of Pittsburgh ("Pitt") and Miami University ("Miami") that was originally scheduled for September 5, 2020.

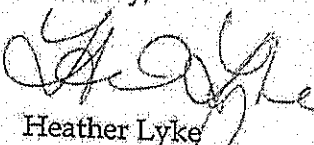
As you know, Pitt and Miami entered into an Agreement, effective December 1, 2017 (the "Agreement") relating to the scheduling of a September 5, 2020 game in Pittsburgh between Pitt's and Miami's intercollegiate football teams. We later agreed to move the date of that game to September 12, 2020. However, in August, 2020, we agreed to cancel the game due to the Mid-American Conference's postponement of all sports competition in the fall of 2020.

We have recently discussed that both Pitt and Miami wish to reschedule the 2020 game under the same terms and conditions of the original Agreement. This letter will serve as an addendum to our Agreement.

This confirms that Miami will travel to Pittsburgh to compete in an intercollegiate football game on September 5, 2026 at Acrisure Stadium in Pittsburgh, PA. Apart from this new competition date and facility name, all other terms and conditions of our original Agreement remain in full force and effect.


Please indicate your acceptance by signing below and returning a copy to me for our files. Please contact me right away if you have any questions or concerns.

Sincerely,

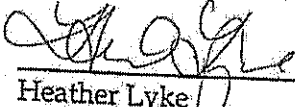
  
Heather Lyke  
Director of Athletics

January 25, 2023  
Page 2

For Miami University:

  
\_\_\_\_\_  
David Sawyer  
\_\_\_\_\_  
1/26/23  
\_\_\_\_\_  
Date

For the University of Pittsburgh:

  
\_\_\_\_\_  
Heather Lyke  
\_\_\_\_\_  
1/26/23  
\_\_\_\_\_  
Date

bcc: Richard Holmes, Michael Pierce

## AGREEMENT

Effective the 1<sup>st</sup> day of December, 2017

by and between

UNIVERSITY OF PITTSBURGH - OF THE  
COMMONWEALTH SYSTEM OF HIGHER EDUCATION  
("home team")  
and

MIAMI UNIVERSITY  
("visiting team")

WHEREAS, each of the parties has a varsity intercollegiate football team; and

WHEREAS, the parties desire to schedule a game between such teams as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. The varsity intercollegiate football teams representing the above institutions shall play each other in the game of football, on the date and on the home team's home field, as set forth below:

<u>Date</u>	<u>Location</u>	<u>Time</u>
September 5, 2020	Heinz Field Pittsburgh, PA	TBA

(herein sometimes referred to as the "Game"). The starting time of the Game shall be established by the home team.

2. The eligibility of players to participate in said Game, and other rules, shall be determined by National Collegiate Athletic Association ("NCAA") and Atlantic Coast Conference ("ACC") rules and regulations (or the rules and regulations of such alternative athletics organization or athletics conference in which the home team is then a member) in effect at the time of the Game.
3. The home team shall manage the Game and shall be responsible for arranging and conducting the ticket sales, advertising and other details of the Game. Except as expressly provided herein, the home team shall, at its sole expense, provide the field, ushers, box office personnel and all such other facilities and personnel typically associated with an intercollegiate football game. The home team shall have all rights, including the right to retain all revenues, relating to Game programs, parking and all other Game concessions and related operations and activities.

4. The Game officials, including replay officials, shall be a crew chosen from among those officials who officiate other intercollegiate football games within the ACC during the applicable football season. Specific assignment of officials, and payment of officials, shall be made by the home team or home team's athletics conference or assigning agency.
5. Within sixty (60) days immediately following the conclusion of the Game, the home team shall pay to the visiting team a sum of One Million One Hundred Thousand Dollars (\$1,100,000).
6. The home team shall establish all ticket prices for the Game. On or before the July 30 immediately preceding the Game described above, the home team shall provide to the visiting team five hundred (500) complimentary tickets for the Game. In addition, at the same time, the visiting team shall have the option of taking on consignment for sale one thousand (1,000) tickets from the home team for the Game (the "Consigned Tickets").

The visiting team shall return all unsold Consigned Tickets to the home team in sufficient time to permit their sale by the home team prior to the Game. At the same time, the visiting team shall remit to the home team payment equal to the aggregate face value of the Consigned Tickets sold or distributed by the visiting team, or otherwise not timely returned to the home team as described in this section 6. Additionally the parties agree that:

- (a) As of one month prior to the date of the Game, the visiting team shall retain no more than five hundred (500) unsold Consigned Tickets from the original allotment received from the home team. The remainder shall be returned via overnight mail to the home team;
- (b) As of two weeks prior to the date of the Game, the visiting team shall retain no more than two hundred (200) unsold Consignment Tickets from the original allotment received from the home team. The remainder shall be returned via overnight mail to the home team; and
- (c) As of the night before the Game, the visiting team may return no more than one hundred (100) unsold Consignment Tickets from the original allotment received from the home team.

The visiting team shall conduct all sales of Consigned Tickets in strict compliance with applicable federal, state and local law.

Bands, cheerleaders and mascots for each institution shall be admitted to the Game without charge when in uniform. However, seating for the visiting team's band shall be provided from the Consigned Tickets allotment.

7. **Multimedia Rights:**

- a. Radio Rights. The home team (or its conference) for each Game covered by this Agreement owns and retains, and is entitled to retain all revenues derived

therefrom, all rights to create and distribute live or delayed audio-only coverage of such Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for each Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.

- b. Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the conference of the home team for each Game covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the conference of the home team in perpetuity. Notwithstanding the foregoing, (i) the visiting team and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by the visiting team, professional sports leagues and other colleges and universities solely for coaching and scouting purposes (and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of a visiting team (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when any Game covered by this Agreement occurs, the visiting team (and/or its conference) for such Game shall have the rights as described in such agreement.
- c. Other Rights. The visiting team for each Game covered by this Agreement hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the visiting team to promote and publicize such Game and the participating teams and institutions, provided that such trademarks and logos must not be used as an endorsement of any product or service or in connection with any political cause or candidate.
- d. Controlling Language. To the extent that this Section 7 conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section 7 shall control and supersede any other such language or provision.
8. For the Game, the visiting team shall honor and abide by all of the home team's obligations and commitments to sponsors and suppliers, including but not limited to

exclusivity arrangements entered into between the home team and third parties regarding items to be utilized, made available, offered, sold, acknowledged or associated with the home team and its home game facility. The foregoing notwithstanding, at the Game the visiting team shall be permitted to use any and all product and equipment on its sidelines of the football field that are normally used by it on its home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel of the visiting team (coaches, players, trainers, equipment managers) who must be on the field or sidelines at the Game will be permitted to wear any brand name clothing or equipment and to display any product or equipment name, logo, image, slogan or identifying marks as are customary of it on its home field.

9. If it becomes impossible to play the Game for reasons of power failure, strikes, severe weather conditions, riots, wars, or other unforeseen catastrophes or disasters or circumstances beyond the control of a party hereto, the Game shall be canceled, and neither party hereto shall be responsible to the other for any related loss or damage. Cancellation of the Game solely under this section 9 shall not be deemed a breach of this Agreement, and section 10 below shall not apply. Notice of such a catastrophe or disaster shall be given as soon as possible. The punishment or sanctioning of a party by the NCAA or its relevant athletics conference shall not be considered "beyond the control" of the sanctioned party and shall not relieve the sanctioned party of its obligations, including financial obligations, hereunder.
10. It is agreed by the parties hereto that the actual damages that might be sustained by reason of the failure of a party to participate in the Game (other than as expressly described in section 9 above) are uncertain and would be difficult to ascertain. It is further agreed that the sum of One Million One Hundred Thousand Dollars (\$1,100,000) would be reasonable and just compensation for any such breach, and the breaching party hereby promises to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach. In such case, the said payment shall be the sole and exclusive remedy of the non-breaching party. Such payment shall be due within sixty (60) days of the breach and shall be paid regardless of whether the non-defaulting party is able to find a replacement opponent to play on the date which the Game was to be played by the parties.
11. In performing hereunder, each party shall comply with all applicable laws, rules, regulations and ordinances.
12. Neither this Agreement, nor any portion thereof, may be assigned by either party hereto without the prior written consent of the non-assigning party.
13. The parties understand and agree that should any provision of this Agreement be declared by a tribunal of competent jurisdiction to be null, void, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the parties.
14. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and supersedes all prior and contemporaneous

understandings, representations and agreements, written or oral, pertaining to such subject matter. None of the terms and conditions of this Agreement shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties.

15. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be delivered by hand or overnight courier or by U.S. Postal Service, certified mail, and addressed as follows:

To University of Pittsburgh:  
Heather Lyke  
Director of Athletics  
University of Pittsburgh  
Petersen Events Center  
3719 Terrace St.  
Pittsburgh, PA 15261

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

16. No failure by either party hereto 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.
17. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement

is effective upon delivery of one executed counterpart from each party to the other parties, including by facsimile, PDF delivery or by any other electronic means. The signatures of all of the parties need not appear on the same counterpart.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the dates written below.

WITNESS:

UNIVERSITY OF PITTSBURGH -  
OF THE COMMONWEALTH SYSTEM  
OF HIGHER EDUCATION

Chris Lyke

By: - Heather Lyke

Printed Name: Chris Lyke

Printed Name: Heather Lyke

Date: 1/2/19

Title: Director of Athletics

WITNESS:

MIAMI UNIVERSITY

Rosanne Guelery

By: - David K. Creamer

Printed Name: Rosanne Guelery

Printed Name: David K. Creamer

Date: 12-18-17

Title: David K. Creamer

Senior Vice President for  
Finance and Business Services  
Miami University

David Syler  
AD

12/11/17