

**Purdue University**  
**Football Game Contract**

This Football Game Contract ("Contract") is made as of the 15<sup>th</sup> day of September, 2026 by and between Purdue University ("Purdue") and Miami University ("Miami").

In consideration of the following mutual undertakings and commitments, the parties agree as follows:

1. **Game Schedule.** The varsity football teams of Purdue and Miami shall play a football game (the "Game") against each other at Purdue University on August 28, 2032 at a time to be determined. The party on whose field the Game will be played is referred to in this Contract as the "Host Team" and the other party is referred to as the "Visiting Team."

2. **Applicable Rules.** In performing this Contract, each party shall be governed by the applicable rules of (i) the athletic conference to which it belongs and (ii) the National Collegiate Athletic Association.

3. **Game Officials.** The commissioner of the athletic conference to which the Host Team belongs shall appoint the officials for the Game. The Host Team shall be responsible for the officials' expenses.

4. **Management.** The Host Team will, at its own expense, be responsible for managing the Game, including ticket sales, advertising, security, and all other matters customarily handled by the host of a Division I intercollegiate football game.

5. **Tickets.**

(a) **Prices.** The Host Team will establish ticket prices (including any applicable taxes) for the Game.

(b) **Tickets For The Visiting Team.** In addition to the Game Fee provided for in article 7.(a), the Host Team will provide to the Visiting Team 500 complimentary game tickets. By no later than four (4) weeks before the Game, the Visiting Team will tell the Host Team how many additional Game tickets the Visiting Team would like to purchase. The Host Team will allow the Visiting Team to purchase up to 1,500 Game tickets, or more if there are additional tickets which the Host Team is willing to make available when the Visiting Team requests tickets. By no later than one week before the Game, the Visiting Team will return to the Host Team at least 90% of any Game tickets then remaining unused. If the Game is not sold out, the Visiting Team may also return up to 100 Game tickets upon arrival at the Host Team's location for the Game. Within 60 days following the Game, the Visiting Team will pay to the Host Team the ticket price for all Game tickets which the Visiting Team received and did not return pursuant to the foregoing.

## 6. **Media.**

**(a) Television.** Visiting Team 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) Purdue home games and certain games played at a neutral site have been assigned by Purdue 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) Purdue has no ability to grant to Visiting Team any rights for the telecast or distribution of games played pursuant to this Agreement in which Purdue is the home 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 Purdue is the home team or of games played pursuant to this Agreement at certain neutral sites. Purdue acknowledges and agrees that Visiting Team shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games played pursuant to this Agreement in which Visiting Team is the home team and to retain all revenues derived therefrom. Notwithstanding the foregoing, the respective rights, if any, of Purdue and Visiting Team with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting team (and the revenues derived therefrom) shall be governed by a separate agreement between The Big Ten and Visiting Team which separate agreement shall govern certain aspects of any games played between the member institutions of The Big Ten and Visiting Team, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

**(b) 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 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 Visiting Team.

**(c) RADIO:** The Host Team will, without additional charge, provide the Visiting Team with one radio outlet for use in broadcasting the game by one radio station in the immediate vicinity of the Visiting Team's home locality (the "Visitor's Radio Station"). Any other radio station which broadcasts the Game using a feed from the Visitor's Radio Station will be required to pay the Host Team's standard radio rights fee

for broadcasting a Men's Football game. The Visiting Team will be responsible for ordering and paying for any telephone and broadcast lines needed for such radio broadcast.

**7. Fees.**

**(a) Game Fee.** By no later than February 15th of the year following the year in which the Game is played, the Host Team shall pay the Visiting Team the sum of one million four hundred thousand dollars (\$1,400,000) for participating in the Game, less any amount which the Visiting Team owes and has not paid for Game tickets under Section 5(b) above. All other revenue generated in connection with the Game, including but not limited to revenue from ticket and program sales, parking and concessions, shall be retained by the Host Team. The Visiting Team shall be responsible for its own expenses. No payment will be due under this Section 7(a) if the Game is not played for any reason.

Guarantee shall be sent to:

|                                                                                 |                                                |
|---------------------------------------------------------------------------------|------------------------------------------------|
| For Miami University:                                                           | For Purdue University:                         |
| Dr. David Creamer, Senior Vice<br>President of Finance and Business<br>Services | Sr. Associate Athletics Director –<br>Business |
| Miami University                                                                | Purdue University                              |
| Roudebush Hall, Room 218                                                        | Mackey Arena                                   |
| 501 E. High St.                                                                 | 900 John R. Wooden Drive                       |
| Oxford, OH 45056                                                                | West Lafayette, IN 47907-2070                  |

**(b) Cancellation Fee.** The parties acknowledge that each is relying on the other to participate in the Game as agreed. The failure by one party to participate will constitute a material breach of this Contract that will cause the other party significant disruption and damages. Therefore, unless excused under Section 8(a) below, if either team fails to participate in the Game as agreed, a cancellation fee of two million one hundred thousand dollars (\$2,100,000) will be owed.

The canceling team will make any such payment by the earlier of (i) 60 days after notifying the other team of cancellation, or (ii) 30 days after the date on which the Game was scheduled. Payment of the cancellation fee will be in lieu of any claim for damages based on a failure to participate in the Game as scheduled.

**8. General Provisions.**

**(a) Force Majeure.** Failure to perform an obligation in this Contract (other than an obligation to pay money) is not a breach or default to the extent that the nonperforming party is prevented from performing by fire; explosion; earthquake; flood; lightning; thunder; tornado; war; terrorism; riots or civil unrest; court order; or any other cause beyond its reasonable control.

(b) **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements, written or oral, between the parties with respect to the subject matter hereof.

(c) **Modification or Amendment.** This Contract may not be modified or amended except by written agreement signed by authorized representatives of the parties.

(d) **No Assignment.** Neither party may assign or transfer its rights or obligations under this Contract.

**9. Sponsorship Agreement.**

The parties hereby acknowledge that Purdue University has entered into an exclusive Sponsorship Agreement with the Gatorade Company, the exclusive manufacturer and distributor of GATORADE products, pursuant to which Purdue University has agreed to require that GATORADE-identified cups, coolers, ice chests, squeeze bottles, sideline carts and towels (hereinafter “Gatorade Merchandise”) be placed, exclusively, on all Purdue University team benches and sidelines at athletic events, subject to NCAA legislation, guidelines and regulations (including those regarding individual player endorsements), subject to applicable Conference and NCAA guidelines with respect to pre-season, post-season and exhibition games, and subject to the legal and contractual rights of third parties. If for any reason Gatorade Merchandise cannot be placed on any Purdue University team benches or sidelines at any athletic contest played pursuant to this Agreement, then the parties agree that generic (non-branded) cups, coolers, ice chests, squeeze bottles, sideline carts and towels shall be placed, exclusively, on said Purdue University team benches or sidelines.

Signature page to follow.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective as of the date first written above.

**Purdue University**

Signed by:  
Signature: Thomas McClelland  
449D0ED2301E4A6...

Name: Thomas H. McClelland

Title: Vice President and  
Director of Intercollegiate Athletics

Date: 10/5/2026

**Miami University**

DocuSigned by:  
Signature: Dr. David Creamer  
F928505BAD8244C...

Name: Dr. David Creamer

Title: Senior Vice President for Finance  
& Business Services

Date: 10/7/2026

**Recommended:**

Signed by:  
Signature: David Sayler  
1695D085128A4F1...

Name: David Sayler

Title: Director of Athletics  
Miami University

Date: 10/7/2026

## Certificate Of Completion

Envelope Id: 3EE38605-0A98-8E47-83AC-DC502D8B97C1

Status: Completed

Subject: Complete with Docusign: Miami Ohio 8-28-2032.pdf

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Barbara J Kapp

AutoNav: Enabled

Purdue University

Envelopeld Stamping: Enabled

West Lafayette, IN 47907

Time Zone: (UTC-05:00) Indiana (East)

bkapp@purdue.edu

IP Address: 128.210.34.21

## Record Tracking

Status: Original

Holder: Barbara J Kapp

Location: DocuSign

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bkapp@purdue.edu

## Signer Events

Thomas McClelland

tmcclelland@purdue.edu

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Thomas McClelland*  
449D0ED2301E4A6...

Signature Adoption: Pre-selected Style

Using IP Address: 128.210.34.113

## Timestamp

Sent: 10/2/2026 3:00:14 PM

Resent: 10/5/2026 7:41:09 AM

Viewed: 10/5/2026 9:07:56 AM

Signed: 10/5/2026 9:08:15 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/5/2026 9:07:56 AM

ID: 495d942c-10e6-4d9d-8c03-79b0c45ef5b5

Dr. David Creamer

creamerd@miamioh.edu

Senior Vice President for Finance and Business  
Services April 16, 2024

Senior Vice President for Finance and Business

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Dr. David Creamer*  
F928505BAD8244C...

Signature Adoption: Pre-selected Style

Using IP Address: 134.53.232.177

Sent: 10/5/2026 9:08:16 AM

Viewed: 10/7/2026 9:28:56 AM

Signed: 10/7/2026 1:13:21 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/7/2026 10:15:23 AM

ID: 895d7fa4-728d-4234-bcb1-05f10f3ff02d

David Saylor

saylorda@miamioh.edu

Athletic Director

Security Level: Email, Account Authentication  
(None)

Signed by:

*David Saylor*  
1695D085128A4F1...

Signature Adoption: Pre-selected Style

Using IP Address: 134.53.237.225

Sent: 10/7/2026 1:13:23 PM

Viewed: 10/7/2026 2:38:15 PM

Signed: 10/7/2026 2:38:32 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/7/2026 2:38:15 PM

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## 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                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------|
| Adam Ares<br>aresaj@miamioh.edu<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                     | COPIED           | Sent: 10/7/2026 2:38:34 PM                                 |
| Darrell Hallbert<br>dhallberg@miamioh.edu<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                           | COPIED           | Sent: 10/7/2026 2:38:35 PM<br>Viewed: 10/7/2026 2:40:04 PM |
| Tiffini Grimes<br>tngimes@purdue.edu<br>Deputy AD<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 10/6/2026 3:27:38 PM<br>ID: 918bbf17-fd54-467b-bae4-b3eb2838b365 | COPIED           | Sent: 10/7/2026 2:38:37 PM                                 |
| Barbara J Kapp<br>bkapp@purdue.edu<br>Sr. Associate AD - Business<br>Purdue University<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign              | COPIED           | Sent: 10/7/2026 2:38:39 PM<br>Resent: 10/7/2026 2:38:43 PM |
| Witness Events                                                                                                                                                                                                                                | Signature        | Timestamp                                                  |
| Notary Events                                                                                                                                                                                                                                 | Signature        | Timestamp                                                  |
| Envelope Summary Events                                                                                                                                                                                                                       | Status           | Timestamps                                                 |
| Envelope Sent                                                                                                                                                                                                                                 | Hashed/Encrypted | 10/2/2026 3:00:14 PM                                       |
| Certified Delivered                                                                                                                                                                                                                           | Security Checked | 10/7/2026 2:38:15 PM                                       |
| Signing Complete                                                                                                                                                                                                                              | Security Checked | 10/7/2026 2:38:32 PM                                       |
| Completed                                                                                                                                                                                                                                     | Security Checked | 10/7/2026 2:38:39 PM                                       |
| Payment Events                                                                                                                                                                                                                                | Status           | Timestamps                                                 |
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Purdue University - Central IT:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [it@purdue.edu](mailto:it@purdue.edu)

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- ii. send us an email to [it@purdue.edu](mailto:it@purdue.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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