



GAME/TOURNAMENT AGREEMENT

THIS AGREEMENT is made and entered into as of last signature by and between the UNIVERSITY OF EVANSVILLE, Evansville, Indiana ("Host Institution") and **Miami (OH) University**, located in **Oxford, OH** ("Visiting Institution").

WITNESSETH

WHEREAS, the parties desire to schedule **one (1) contest in the 2026-27 Game/Tournament and one (1) contest in the 2027-28 Game/Tournament**. The parties mutually desire that the game(s) 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 on **November 14, 2026**, at **TBD**, at the Host Institution's facility in **Evansville, Indiana**, and will play on **November 16, 2027**, at **TBD**, at the Host Institution's facility in **Miami, Ohio**.
- II. **GOVERNING RULES**. This competition shall be governed in all respects, including the eligibility of participants, by the rules, and regulations of the National Collegiate Athletic Association ("NCAA") in addition to any other conference or association to which either or both of the parties may belong. All parties shall abide by the testing, mental and physical health, safety and performance protocols as applicable and in effect at the time of the contest(s), prescribed by the NCAA Sports Science Institute. Nothing herein shall be construed to create a private right of action between the parties for alleged noncompliance with such protocols.
- III. **PAYMENT**. **\$0.00**
- IV. **OFFICIATING**. The officials shall be assigned and provided by the Host Institution's Conference. Game officials for basketball are arranged, scheduled and paid by Host Institution's Conference.
- V. **COMPLIMENTARY TICKETS**. The Visiting Institution shall be allowed **seventy-five (75)** complimentary tickets.
- VI. **OTHER ARRANGEMENTS**. **Entry Fee \$0.00**
- VII. **MEDIA RIGHTS**. The Media Rights provision set forth herein shall apply only to the extent consistent with the applicable conference affiliations of the participating institutions at the time of the contest(s). In the event one or both institutions are not members of the Missouri Valley Conference ("MVC"), media rights shall be governed by the applicable conference agreements and institutional policies of the participating institutions, and any conflicting provisions herein shall be deemed inapplicable.

For all references to the "Host Institution" and/or "Visiting Institution" that involve a MVC institution, all media rights and any other grant of rights referenced herein shall be retained by the MVC, except for local radio rights (which are retained by the participating institution). For all references to the "Host Institution" or "Visiting Institution" that involve non-MVC institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.

- a. **RADIO**. All radio broadcast rights to the games played pursuant to this agreement, including

without limitation national, regional, local, satellite, and terrestrial radio rights, are owned by the Host Institution, except that the Visiting Institution shall be provided space for one audio-only radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional audio-only terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.

- b. TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING. The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure. Accordingly, Visiting Institution agrees as follows:
- i. All rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, and via any and all forms of media and methods of distribution) home athletic contests and certain games played at a neutral site have been assigned by Host Institution to the Missouri Valley Conference, which in turn has entered into agreements with certain third parties for the telecast or distribution of such games.
 - ii. The scheduled start time for the game(s) is solely at the discretion of Host Institution and may be changed up to thirty (30) days in advance of the game in order to accommodate television. Any change in the scheduled start time that occurs twenty-nine (29) or fewer days in advance of the game must be mutually agreed upon by the participating institutions.
 - iii. Any change in the date of the game, including changes for television, must be mutually agreed upon by the participating institutions.
 - iv. Host Institution has no ability to grant to Visiting Institution any rights to telecast or distribution of games played pursuant to this agreement in which Host Institution is the home team or of games played pursuant to this agreement at neutral sites. Such rights may only be granted by prior written approval of the Missouri Valley Conference office.
 - v. The Missouri Valley Conference shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this agreement in which Host Institution is the home team or games played pursuant to this agreement at certain neutral sites.
 - vi. Media timeout formats are determined by the Host Institution's conference.

Host Institution agrees that Visiting Institution shall have the exclusive right to enter into agreements with respect to telecast or distribution of games in which Visiting Institution is the home team and to retain any revenues derived therefrom.

- c. USE OF GAME FOOTAGE. The visiting team shall have the right to produce films and/or video recordings of the games played pursuant to this Agreement for coaching purposes and other noncommercial internal uses. Otherwise, such films and/or video recordings may not be replayed, used or otherwise distributed by the Visiting Institution to any person, except that a maximum of two minutes (2:00) of video footage (without audio) may be used in bona fide news reports within forty-eight (48) hours following the conclusion of the game. Additional rights may only be granted by prior written approval of the Missouri Valley Conference office.

VIII. FACILITIES. The Host Institution agrees to provide the Visiting Institution, at no cost, adequate facilities at the game site to originate a television broadcast of the game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of

existing television or radio broadcast or press box facilities for the purposes of this Agreement. Host Institution is not responsible for the Visiting Institution teams' property while using and/or in Host Institution facilities. The Visiting Institution is solely responsible for securing and insuring its own equipment and personal property.

- IX. DISTRIBUTION OF REVENUE. If the game is televised as part of a conference package or series, there shall be no rights fee paid by the Visiting Institution or its conference. All the television rights fee, if any, shall be retained by the Host Institution and its conference. In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.
- X. FORCE MAJEURE/NATURAL DISASTERS. This Agreement shall be void in the event that it becomes impossible to play the said contest for the reason of fire, flood, earthquake, medical epidemic or pandemic, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military, or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military, or other Acts of God and Nature or Acts of Common Enemy. If, relative to this Article, the Agreement is canceled, any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne by the party incurring such costs, unless otherwise expressly agreed to in writing by both parties.
- XI. DEFAULT. In the event either party fails to comply with the conditions of this Agreement, for any reason other than those contained in Article X: NATURAL DISASTERS either by cancellation or failure to appear, shall forfeit money to the non-defaulting party in the amount of **\$10,000** dollars unless such cancellation shall be upon the mutual consent of both parties, in which case this Agreement shall be null and void.
- XII. INSURANCE. Both parties agree to obtain and maintain in full force and effect:
- a. Commercial General Liability Insurance, including personal injury liability and broad-form contractual liability coverage, with limits of not less than \$1,000,000 per person, \$3,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence property damage liability.
 - b. Visiting Institution will provide Workers' Compensation Insurance for its employees under applicable state law. Host Institution will provide Workers' Compensation Insurance for its employees under applicable state law.
 - c. Each party, if required, agrees to furnish the other party certificates in formal evidence of the coverage outlined in this paragraph, which certificates shall include a provision that not less than thirty (30) days prior written notice will be given to the certificate holder in the event of cancellation of material change. Failure of either party to enforce this requirement shall not waive the requirement.

- XIII. INDEMNIFICATION: To the extent permitted by law and without waiving sovereign immunity, each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party ("Indemnified Party"), together with its, directors, trustees, officers, employees, agents, assigns, and any other person for whom Host Institution may be legally responsible, from and against any loss, liability, cost, claim, damage, or expense, including attorneys' fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, employees, agents, or contractors, in connection with the performance of this Agreement.

No party shall be required to indemnify the other party for the negligence or willful misconduct of the other party.

XIV. GENERAL PROVISIONS


- a. The Parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this

Agreement.

- b. This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to the choice of law principles of Indiana or any other jurisdiction. The parties hereby agree to grant exclusive jurisdiction and venue to any federal or state court of competent jurisdiction in Vanderburgh County in the State of Indiana for any disputes arising out of this Agreement or the relation of the parties.
- c. This Agreement contains the entire agreement of the parties hereto and shall be deemed to supersede any and all prior agreements.
- d. Any changes to this agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by each of the parties hereto, through its representative thereunto duly authorized.

HOST INSTITUTION

Signed by:



 Authorized Signature 36A46A58EFDD491...

Executive Deputy AD/GM
Title

David Ragland
Coach

4/30/2026
Date

VISITING INSTITUTION

DocuSigned by:


 Authorized Signature 91E3212B6F3647B...

Deputy Athletic Director
Title

Travis Steele
Coach

4/30/2026
Date

Host Institution Contact Information:
 University of Evansville Athletic Contracts
 1800 Lincoln Avenue
 Evansville, IN 47722
 Phone: 812-488-2759
 Fax: 812-488-2199
ss78@evansville.edu

Visiting Institution Contact Information:
 Miami OH (University)
 c/o Men's Basketball (Sport)
 230 Millett Hall (Address)
 Oxford, OH 45056 (City, State, Zip)
 765-744-2926 (Phone)
bottsb@miamioh.edu (Email)

Please sign and return one (1) via DocuSign