

Purdue University Women's Basketball Game Contract
Addendum 1 to Miami University and Purdue University game contract
Signed May 2024

This Women's Basketball Game Contract ("Contract") by and between Purdue University and Miami University (each a "Party" and collectively "the Parties") is made effective on the last date signed by the Parties.

In consideration that the previous contract was written as a home game for Miami University in 2024, Purdue University, as the host team in 2025, is defining the following mutual undertakings and commitments for the game.

1. **Game Schedule.** The varsity Women's Basketball teams of Purdue University and Miami University play a Women's Basketball game (the "Game") against each other at Purdue University on November 23, 2025 at a time to be determined. The Party on whose court 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 Women's Basketball 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.** If tickets are sold for the Game, in addition to the Game Fee provided for in article 7(a), the Host Team shall provide the Visiting Team with 50 complimentary tickets for the Game. In addition, the Host Team will allow the Visiting Team to purchase Game tickets if there are additional tickets. Within 20 days following the Game, the Visiting Team will pay to the Host Team the ticket price for all Game tickets, which the Visiting Team purchased 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 University home games and certain games played at a neutral site have been assigned by Purdue University 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 University 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 University 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 University is the host team. Notwithstanding the foregoing, the respective rights, if any, of Purdue University 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 Team 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 Women's Basketball 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 thirty (30) days following the date on which the Game is played, the Host Team shall pay the Visiting Team the sum of \$0.00 dollars (\$0) for participating in the Game, less any amount that the Visiting Team owes and has not paid for Game tickets under Section 5(b) above.

(b) **Lodging.** Host Team shall provide no lodging.

(c) **Revenue.** Except as described in paragraphs 7(a) and 7(b) of this Agreement, 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.

(d) **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 9(a) below if either team fails to participate, the canceling team will pay to the other team a cancellation fee of ten thousand dollars (\$10,000.00).

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. COVID-19 Testing Protocol. The Parties agree to abide by any protocol for COVID-19 testing and/or isolation or quarantine that is in effect at the time and place the game is played. Host team will provide visiting team with all COVID-19 requirements in a timely manner to ensure visiting team can comply. The failure of either Party to fully comply with this paragraph and the current protocols shall be a material breach of the terms of the Agreement. A Party who fails to comply with this paragraph shall pay the other Party the Cancellation Fee described in Paragraph 7(b) of this Agreement.

9. 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; war; terrorism; riots or civil unrest; court order; or any other cause beyond its reasonable control.

Either Party has the right to invoke force majeure and/or terminate the Agreement in the event that proceeding would be inconsistent with applicable national, state, or local health advisories and restrictions or either school's policies (or the policies of either school's athletic conferences) regarding business or student travel, attendance at large group gatherings or non-conference intercollegiate competition, due to the global public health emergency caused by the novel coronavirus or its related illness, COVID-19.

A Party who fully complies with the testing protocol described in Paragraph 8 and the Appendix of this Agreement but which cannot participate in the Game may invoke this Paragraph 9(a).

(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 only be modified or amended by written agreement signed by authorized representatives of the Parties. The Parties agree that, with the exception of Paragraph 7 of this Agreement, the terms and conditions are subject to negotiation and that no part of this agreement shall be deemed final until the authorized representative of each Party agrees in writing to publicly announce the scheduling of the game described in Paragraph 1 of this Agreement.

(d) **No Assignment.** Party may neither assign nor transfer its rights or obligations under this Contract.

10. 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.

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

Purdue University

Miami University

Signed by:
By: Tiffini Grimes
Tiffini Grimes

By: Chammy

Title: Deputy Athletics Director
Senior Women's Administrator

Title: Deputy AD

Date: 4/24/2025

Date: 4.4.25

Please complete the following information.

Guarantee should be sent to:

Liz Bath Asst Athl Dir Bus Operations

Name/Title

500 E.Sycamore
230 Millett
Oxford, OH 45056

Address

City/State/Zip