



FOOTBALL GAME CONTRACT

THIS AGREEMENT is entered into on the 23rd day of August 2023, by and between Miami of Ohio ("Visiting Team") and Rutgers, The State University of New Jersey ("Home Team").

1. Purpose: The purpose of this Agreement is to memorialize the arrangements and conditions under which the parties have agreed to compete in an intercollegiate football game ("Game") as set forth in Section 2 below.
2. Game: Visiting Team shall cause its varsity football team to play Rutgers University in one intercollegiate game of football in accordance with the terms of this Agreement. The Game shall be held on:

September 6, 2025 @ SHI Stadium, Piscataway, NJ

The Home Team will determine the time of the Game and will advise the Visiting Team when the time of the Game has been established.

3. Rules of Contest: The Game shall be governed by the applicable rules of the National Collegiate Athletic Association ("NCAA") in effect at the time the game is played.
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, each institution and the rules of the athletic conference, if any, of which each institution is a member.
5. Officials: The officials for the Games shall be a solid crew assigned by The Big Ten Conference and the Home Team shall be solely responsible for the officiating crew's compensation.
6. Payment Guarantee to Visiting Team: In consideration for the Visiting Team's appearance and participation in the Game in accordance with the terms of this Agreement, the Home Team shall pay the Visiting Team a guarantee of \$1,100,000.
7. Tickets:
 - a) Ticket prices for the Game shall be set by the Home Team.
 - b) The Home Team shall provide the Visiting Team four hundred (400) complimentary tickets to the Game.

- c) In addition, the Visiting Team's Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform.
 - d) The Visiting Team shall be allotted 2,000 tickets for sale to its fans. The Home Team will exercise its best efforts to provide seating for the Visiting Team which includes an agreed upon number of tickets with reasonable locations and sight lines. Any tickets not sold by the Visiting Team for its fans must be returned to the Home Team no later than two weeks prior to the game.
8. Credentials: The Visiting Team shall be provided up to sixty (60) sideline passes plus ten (10) All Access passes. If requested by the Visiting Team, the Home Team will provide an additional five (5) All Access passes. Such passes are for use by coaches, trainers and working personnel only. Sideline and All Access passes must be worn at all times by all people holding such passes. Further, the Visiting Team shall be provided six (6) All Access passes, 4 parking passes and one suite or luxury box for use by the Director of Athletics at his or her discretion.
9. Radio Rights:
- a) The Home Team shall have all radio broadcast rights with respect to the Game and shall retain all revenues received from said radio broadcast.
 - b) The Home Team hereby grants the Visiting Team the right to two free outlets, one for a live commercial radio broadcast of the Game for which the Visiting Team may retain the revenue from such broadcast and one student non-commercial radio broadcast of the Game to be distributed in the home market of the Visiting Team. Other than these two radio outlets, the Home Team retains exclusive radio broadcast rights, including all revenues received from the radio broadcast of the Game.
10. Television, Film and Video Rights:
- 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) Rutgers home football games and certain games played at a neutral site have been assigned by Rutgers 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) Rutgers has no ability to grant to Visiting Team any rights for the telecast or distribution of games played pursuant to this Agreement in which Rutgers 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

Rutgers is the home team or of games played pursuant to this Agreement at certain neutral sites. Rutgers 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 football team and to retain all revenues derived therefrom. Notwithstanding the foregoing, the respective rights, if any, of Rutgers and Visiting Team 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 therefrom) shall be governed by a separate agreement between The Big Ten and Visiting Team which separate agreement shall govern certain aspects of any football 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 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 Visiting Team.
- c) **Access to Television Production Feeds:** Visiting Team agrees to grant, or cause to be granted, to the Rutgers and The Big Ten access to a clean television production feed of each game. Visiting Team acknowledges that The Big Ten's media agreements prohibits access to television production feeds by third parties, but Visiting Team may seek access to game footage from The Big Ten through a separate agreement between The Big Ten and Visiting Team.

11. **Concession, Parking and Program Income:** The Home Team shall have exclusive rights to sell programs and run concessions and parking at and for the Game. All income from program sales, concession sales and parking fees shall be retained by the Home Team.

12. **Settlement:** Payments due under this Agreement shall be made by January 15, 2026.

13. Liquidated Damages: The parties acknowledge that, owing to the unique circumstances involved in the scheduling of college football games and in complying with applicable NCAA rules, it would be difficult to assess the damages suffered by the Home Team were the Visiting Team to breach this Agreement such that the Game would not be played as scheduled. Accordingly, if the Visiting Team breaches this Agreement and the Game does not take place as scheduled, then the Visiting Team shall pay to the Home Team a liquidated sum of \$1,100,000, and if the Home Team cancels the game causing the game to not be played as scheduled, the Home Team shall pay to the Visiting Team, a liquidated sum of \$1,100,000 for the unplayed game; except that no liquidated damages shall be paid to either Team if it becomes impossible to play the game by reason of force majeure. Force majeure shall not include the punishment or sanctioning of either Team by the NCAA or by its conference. If such an event occurs, the Team required to make such payment of liquidated damages shall pay, in full, no later than 30 days following notification of cancellation.
14. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter set forth in this Agreement and supersedes in all respects all other agreements either written or oral concerning the subject matter set forth herein. No amendment to this Agreement shall be valid unless reduced to writing and signed by both parties to this Agreement.
15. Force Majeure: Neither Party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting from or due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe, pandemics or epidemics. Games cancelled due to NCAA sanctions or penalties (whether self-imposed or otherwise) shall not constitute force majeure. For the avoidance of doubt, no game guarantees or liquidated damages shall be due or owing for games cancelled as a result of force majeure. Each Party shall notify the other promptly of any failure or delay in, and the effect on, its performance caused by force majeure.

IN WITNESS WHEREOF, the parties hereto by their respective officers duly authorized, have caused this Agreement to be executed as of the date of the latter signature below:

For Rutgers, The State University of New Jersey

By: 

Name: Patrick Hobbs

Title: Director of Athletics

Date: 10/10/2023

For Miami of Ohio

By: 

Name: David Saylor

Title: Director of Athletics

Date: 9/28/23 9-28-23