



THE UNIVERSITY OF MASSACHUSETTS
DIVISION OF INTERCOLLEGIATE ATHLETICS
FOOTBALL GAME CONTRACT

THIS AGREEMENT is made and entered into as of the 8th day of April, 2019 by and between the University of Massachusetts ("UMASS") and Miami University ("MIAMI").

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **EVENTS:** The parties agree to have their respective varsity football teams play each other in the sport of football ("Game") in accordance with the terms of this Agreement. The Games shall be held as follows:

<u>DATE</u>	<u>HOME TEAM</u>	<u>LOCATION</u>	<u>TIME</u>
September 9, 2023	UMASS	Amherst, MA	TBA
September 28, 2024	MIAMI	Oxford, OH	TBA

2. **RULES OF THE CONTEST:** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the athletic conference to which each team belongs, and the institutional rules of each party.
3. **OFFICIALS:** Officials shall be appointed and paid for by the HOME TEAM.
4. **EXPENSES:** Except as otherwise provided in this contract, the VISITING TEAM shall be responsible for defraying any and all of its own costs, including, but not limited to, transportation, meals and lodging related to participation in the Game.
5. **GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), the HOME TEAM shall pay the VISITING TEAM as follows:

<u>DATE</u>	<u>HOME TEAM</u>	<u>VIS. TEAM</u>	<u>GUARANTEE</u>
September 9, 2023	UMASS	MIAMI	\$150,000
September 28, 2024	MIAMI	UMASS	\$150,000

The HOME TEAM shall pay to the VISITING TEAM the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. Except for this fee, the VISITING TEAM shall be entitled to no other additional payments from the HOME TEAM in connection with the Game.

6. **LIQUIDATED DAMAGES:** The failure of a party to participate in the Game will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. The parties recognize that the damages incurred as a result of the breach increase significantly as the date of the Game approaches, and they further recognize and agree that these damages cannot be fully mitigated. Therefore, the breaching party shall pay to the non-breaching party as liquidated damages the sum of \$500,000 for each cancelled Game if notice of cancellation is received by the non-breaching party before the scheduled date of the Game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game due to breach. No liquidated damages shall be paid if it becomes impossible to play the Game by reason of force majeure (Article 15). The sum shall be payable on or before February 15 of the year following the Game for which the breach occurred.

Notwithstanding any other provisions of this Agreement, if either party causes its football program to reclassify from the NCAA Football Bowl Subdivision (FBS) to Football Championship Subdivision (FCS) prior to any Game contained in this Agreement, the party that has reclassified to FCS status will have breached the Agreement and the non-breaching party shall have two options: 1) to void the Agreement and all Games herein without claim to liquidated damages; or 2) maintain the Agreement in its original form. The breaching party shall not be responsible for payment of liquidated damages if the Agreement has been breached due to NCAA football reclassification.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either team (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

7. **RADIO BROADCAST RIGHTS:** The radio broadcast of the Game shall be under control of the HOME TEAM. The VISITING TEAM shall be permitted one (1) commercial originating station feeding the VISITING TEAM commercial radio network and one (1) official institutional or student operated originating station feeding the VISITING TEAM's campus, at no charge. Other radio origination rights and fees may be assigned by the HOME TEAM in its sole discretion with all receipts remaining the property of the HOME TEAM.
8. **TELEVISION BROADCAST RIGHTS:**
A. **TELEVISION:** The VISITING TEAM acknowledges and agrees that 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) are assigned to the HOME TEAM and, or their respective conferences.

B. USE OF GAME VIDEO: The VISITING TEAM shall have the right to produce films and/or videotapes of the football 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 HOME 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 HOME TEAM and the VISITING TEAM.

9. **TICKETING:**

- A. The HOME TEAM will establish all ticket prices.
- B. The VISITING TEAM shall be allotted 300 complimentary tickets.
- C. The VISITING TEAM shall be allocated up to 3000 tickets for sale to its fans if requested by May 1 for the year in which each Game is scheduled. Unsold tickets must be returned to the HOME TEAM thirty (30) days prior to the Game date. The VISITING TEAM is responsible for paying the printed face value to the HOME TEAM for any tickets not returned to HOME TEAM by the agreed upon date as set forth above.
- D. The VISITING TEAM'S Band, Cheerleaders and Mascot(s) shall be admitted to the Game when in uniform. The VISITING TEAM Band shall be seated in the stadium stands and require either complimentary tickets to be used or additional tickets to be purchased for the seats needed to accommodate the Band. The VISITING TEAM shall inform the HOME TEAM of the approximate number of band members, not to exceed 250, which it intends to bring to the Game at least thirty (30) days in advance.

10. **GAME MANAGEMENT:**

- A. The HOME TEAM shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting an intercollegiate football Game, along with paying all expenses associated therewith, except for the expenses of the VISITING TEAM. The HOME TEAM agrees to have a medical doctor and ambulance with emergency personnel at the Game site throughout the duration of the Game.
- B. The HOME TEAM shall retain all revenue associated with each Game unless otherwise set forth in this Agreement.
- C. The VISITING TEAM shall be furnished 100 free Game programs, to be delivered to its dressing room at least one (1) hour before Game time.

11. **WALK-THROUGH:** If requested by the VISITING TEAM, not later than fourteen (14) days prior to the Game, the HOME TEAM will make its best efforts to accommodate the VISITING TEAM's request to conduct a walk-through at the Game facility on the day

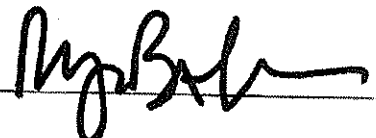

prior to the Game. It is understood that such an opportunity is contingent upon weather and field conditions.

12. SIDELINE LIMITATIONS: The VISITING TEAM, including Game personnel, may use any and all product, clothing and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment names, logo, image, slogan or identifying marks in a safe and responsible manner.
13. CREDENTIALS: The VISITING TEAM shall be provided a minimum of sixty (60) team bench area passes, eight (8) all-access passes, eight (8) coaches' booth passes and four (4) team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints.
14. PARKING: The VISITING TEAM shall be allowed parking passes for one (1) equipment truck(s), four (4) buses and eight (8) automobiles for use by the football program and administration.
15. IMPOSSIBILITY: It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which hereafter arise by reason of Acts of God and Nature, and Acts of a Common Enemy, and which would make necessary the cancellation of this Agreement, or any portion thereof, or of a Game. Therefore, if either party, because of an occurrence of such an exigency, should cancel this Agreement, or any portion thereof, or a Game, the Agreement to that extent shall be canceled, and neither team shall be responsible to the other for any loss or damage. Cancellation of a Game under this section shall not be deemed a breach of this Agreement. Notice of such a catastrophe or disaster shall be given as soon as possible.
16. SEVERABILITY: In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court which has jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.
17. INTEGRATION: This Agreement constitutes the entire Agreement between the parties hereto pertaining thereto, whether written or oral. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.
18. NON-LIABILITY OF GOVERNING BOARD: No Trustee, officer or employee of UMASS or the governing body of MIAMI, individually or collectively incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default of either party to this Agreement in the performance of any of the terms. All such liability of Trustees, officers and employees of UMASS or the governing body of MIAMI, as such, is hereby mutually released as a condition of and in consideration of the execution of this Agreement.

19. WAIVER OF RIGHTS: None of the terms or conditions herein shall in any manner be altered, amended, waived or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
20. GENERAL: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

IN WITNESS HEREOF, the parties have set their hands effective as of the day and year first above written.

FOR: UNIVERSITY OF MASSACHUSETTS FOR: MIAMI UNIVERSITY

By: <u></u>	By: <u></u>
Printed Name: <u>Ryan Bamford</u>	Printed Name: <u>David Sytler</u>
Title: <u>Director of Athletics</u>	Title: <u>AD</u>
Date: <u>5.23.19</u>	Date: <u>4/25/19</u>

Please sign two (2) copies, retain one and return one to the following address:

Ryan Bamford
Director of Athletics
University of Massachusetts
200 Commonwealth Avenue
Amherst, MA 01003