



MFB001

**WESTERN KENTUCKY UNIVERSITY
INTERCOLLEGIATE ATHLETICS AGREEMENT**

Effective Date: August 16, 2019

Home Team: WKU

Address: Todd Stewart, Director of Athletics
WKU Athletics, 1407 Diddle Arena
Avenue of Champions
Bowling Green, KY 42101

Visiting Team: Miami University

Address: David Saylor, Director of Athletics
230 Millett Hall
Oxford, OH 45056

Competition: Football

Place: Houchens-Smith Stadium, WKU, Bowling Green, KY
Date: September 25, 2027
Time: TBD

Compensation: \$250,000

Cancellation/Forfeiture Fee: \$500,000

Complimentary Tickets: ⁷⁰⁰~~400~~ complimentary tickets with an option to purchase up to 2,000 additional tickets

Special Provisions: WKU will play a return game at Miami University September 23, 2028.
All other aspects of the agreement will remain the same.

OK 8/31/19

This intercollegiate Athletics Agreement ("Agreement") is made and entered into by the Home Team and by the Visiting Team as of the Effective Date.

1. **COMPETITION.** This Agreement confirms the arrangements and conditions between the Home team and the Visiting Team to meet in an Athletic Competition at the Place, Date, and Time set forth above.



2. **RULES.** The Competition shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") and Conference-USA when the Competition takes place.
3. **OFFICIALS.** The officials for the Competition shall be appointed by the Home Team and as such Home Team shall be responsible for payment of all fees and expenses for the officials.
4. **ELIGIBILITY OF TEAM PLAYERS.** The eligibility of any Team player to participate in the Competition shall be governed by the rules and regulations of the NCAA, Conference-USA, and each respective Team in effect when the Competition is held.
5. **ARRIVAL OF TEAMS.** Each team shall present themselves at the site of the Competition in condition to compete at least thirty minutes before the advertised starting time for the Competition.
6. **COMPENSATION.** The Home Team agrees to pay the Visiting Team, as full and complete consideration for participating in the Competition, the Compensation set forth above. Payment of the Compensation shall be made no later than the 1st day of February after the competition is held.
7. **IMPOSSIBILITY OF PERFORMANCE.** If an unforeseen catastrophe or disaster makes impossible the playing of the Competition by either Team, the Competition shall be rescheduled to a mutually agreeable place, date, and time and neither Team shall be responsible to the other for any loss or damage. Notice of such a catastrophe or disaster shall be given to the other Team as soon as reasonably possible.
8. **RECLASSIFICATION AND CANCELLATION.** Either Team may cancel the Competition if either Team is reclassified to a different NCAA membership division after the Agreement has been signed. Cancellation of the Competition under this section shall be deemed not to be a breach of this Agreement.
9. **FORFEITURE FEE.** If either Team forfeits by failing to comply with the terms and conditions of this Agreement for any reason, either by cancellation or failure to appear, the Team so forfeiting shall be obligated to pay the non-forfeiting Team the forfeiture Fee set forth earlier as and for liquidated damages. Each Team agrees that the Forfeiture Fee represents a reasonable estimation of the costs and damages that will be incurred in the event of forfeiture and is not a penalty. Provided, however, the Forfeiture Fee shall not apply if cancellation of the Competition occurs by reason of: (a) Impossibility of Performance; (b) Reclassification; or (c) Mutual written agreement of the Teams.
10. **TICKETS.**
 - (a) Ticket prices will be established by the Home Team.
 - (b) The Visiting Team will be provided the number of Complimentary Tickets set forth above.
 - (c) Band members, cheerleaders, and mascots for the Visiting Team will be admitted without charge when in uniform and shall not be included in the complimentary ticket allotment. The Visiting Team shall inform the Home Team two months prior to the Competition if the Visiting Team's band will attend the Competition.
 - (d) In addition to the Complimentary Tickets, the Visiting Team will be allowed to purchase a mutually agreed number of tickets for sale to its constituents. The Visiting Team may return any unsold tickets for credit: (i) all unsold tickets except 50 no later than one week preceding the Competition; and (ii) 50 unsold tickets no later than noon local time on the day of Competition. No credit will be issued for tickets returned after the applicable deadline. The visiting Team shall pay the Home Team for all tickets retained by the Visiting Team at the printed face value no later than fifteen days following the Competition.
 - (e) No tickets will be required for: (i) media; (ii) stadium workers; and (iii) concession workers.



11. **SIDELINE PASSES.** The Visiting Team will be provided with 40 sideline passes for the use of coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of Team players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team area (between the 25-yard lines), the Visiting Team locker room and reasonable passage to and from those areas.
12. **BROADCAST AND PROGRAM RIGHTS.**
- (a) The Home Team will provide one radio broadcast outlet (two telephone lines) at no charge to the Visiting Team for the Visiting Team's designated official radio broadcast station to broadcast a live feed of the Competition. All other rights to and control of live radio broadcasts and resulting revenue shall be retained by and belong exclusively to the Home Team.
 - (b) Each Team shall have the right to record all or portions of its own radio broadcast for use in coaches' shows or home listening area delayed radio broadcasts.
 - (c) All rights to and control of all live television closed circuit, or internet broadcasts of the Competition and resulting revenue shall be retained by and belong exclusively to the Home Team.
 - (d) Each Team shall have the right to produce videotapes or films of the Competition for use in coaches' shows or home viewing area delayed broadcasts.
 - (e) All of the Broadcast and Program Rights described in this section shall be subject to compliance with applicable regulations, rules, and agreements of the NCAA and each Team's athletic conference membership.
 - (f) The Home Team shall provide to the Visiting Team reasonable press box facilities and production accommodations. The Visiting Team shall reimburse the Home Team for any costs associated with and incurred by the Home Team in connection with providing the Visiting Team with any Broadcast and Program Rights.
13. **CONCESSION, PARKING AND PROGRAMS.** The Home Team shall have the exclusive right to and control of all concession sales, parking and program sales, and resulting revenue shall be retained by and belong exclusively to the Home Team.
14. **NOTICES.** Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be address to each Team as shown earlier, or to such other address, or to the attention of such other person or officer, as either Team may by written notice designate from time to time.
15. **NON-WAIVER.** No failure by either Team to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
16. **AMENDMENT.** This Agreement may be amended at any time by mutual agreement of the Teams. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by authorized representative of both Teams.
17. **NO ASSIGNMENT.** This Agreement, and the rights and obligations set forth herein, may not be assigned by either Team without the express, prior written consent of the other Team.



18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Teams in connection with the Competition and supersedes all prior and contemporaneous agreements and understandings whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Intercollegiate Athletics Agreement in multiple originals to be effective as of the date first written above.

WESTERN KENTUCKY UNIVERSITY

By: [Signature]
Todd Stewart
Director of Athletics
Date: 9-18-19

By: [Signature]
Name: David Saylor
Title: Director of Athletics
Date: 8/21/19

By: [Signature]
Name: Dr. David Creamer
Date: 9-19-19

PLEASE SIGN AND RETURN ONE ORIGINAL TO:

WKU Athletics
Attn: Gina Knutson
1605 Avenue of Champions
Bowling Green, KY 42101

