

## WESTERN KENTUCKY UNIVERSITY ATHLETIC CONTEST AGREEMENT

This Agreement, Made and entered into this June 10<sup>th</sup>, 2024 by and between Western Kentucky University (Home Institution) and Miami University - Oxford (Visiting Institution) mutually agree that teams representing each institution will compete in the sport of Basketball - W at the date, and location listed below under the following conditions:

**1. COMPETITION:**

Event	Day / Date	Game Time	Location
Basketball - W	Sunday December 1 <sup>st</sup> , 2024	2:00pm cst	Diddle Arena – Bowling Green, KY

2. **ELIGIBILITY:** The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions and the intercollegiate athletic conferences to which each party is a member. In the event of any conflict in such rule or regulations: (a) if teams are members of the same conference, the conference rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
3. **GAME, MEET, TOURNAMENT OFFICIALS:** Unless mutually agreed to the contrary in the "Other Provisions" section herein below, contest officials will be assigned by C-USA, and all expenses paid, by the home institution.
4. **FINANCIAL ARRANGEMENTS:** The home institution will provide to the visiting institution, a financial guarantee of N/A and Fifty (50) complimentary admissions.
5. **CANCELLATION / FORFEITURE:** "If either party fails to comply with the terms and conditions of this Agreement or unilaterally cancels the Agreement for any reason, except for those conditions set forth in **Section 8: Force Majeure**, such failure or cancellation shall constitute a breach of this Agreement and the canceling/forfeiting party agrees to pay other party a sum of **Twenty-Five Thousand Dollars (\$25,000.00)** as reasonable estimate of losses. The amount shall be due to the non-offending party no later than sixty (60) days after notifying the other team of cancellation/forfeiture."
6. **BROADCAST RIGHTS, NAME/IMAGE/LIKENESS:** Visiting Institution acknowledges and agrees that C-USA has the exclusive right to the broadcast distribution of the game. The Home Institution shall retain all revenue from and control over media rights, but with the understanding that the Visiting Institution shall be allotted one outlet free-of-charge, to broadcast a live radio description of the game. Receipts for this radio broadcast shall belong to the Visiting Institution. Visiting Institution provides Home Institution, C-USA, and their media partners the right to use the names, likenesses, trademarks, trade names, service marks and logos in connection with the exhibition, distribution, promotion and/or production of the game as distributed. Visiting Institution warrants to the Home Institution that Visiting Institution has obtained the right to license the use of the names and likenesses of individual participants and coaches for the purposes set forth in this paragraph, and in a manner consistent with applicable NCAA rules and regulations.
7. **OTHER PROVISIONS:** Completes original home & home agreement initiated in 2024 season
8. **FORCE MAJEURE:** Neither party shall be responsible for cancellation, forfeiture, or failure to appear due to causes beyond reasonable control that make the contract inadvisable, illegal, or impossible to perform under the terms and conditions of this Agreement, including but not limited to: fire, flood, earthquakes,

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severe weather conditions, power failure, strikes, riots, war, epidemics or other health emergencies, acts of God, pandemic (COVID 19), acts or regulations of public authorities or governmental agencies, or other unforeseen events or causes beyond the control of either party. In such an event, this Agreement will be considered terminated and neither party shall be responsible to the other for any loss or damage.

9. **EXECUTION OF THIS AGREEMENT:** Each of the persons executing this Agreement, on behalf of his/her respective institutions, hereby warrants that they are duly authorized to obligate their institution to all arrangements as specified in this Agreement.

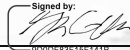
Agreed to by:

**WESTERN KENTUCKY UNIVERSITY**


**HEAD COACH: Women's Basketball**

**SPORT ADMINISTRATOR**

Authorized signature: \_\_\_\_\_

Signed by:  
  
9000F83F13F141B...

Authorized signature: \_\_\_\_\_

Signed by:  
  
83B456FBF4304C8...

Head Coach: Greg Collins

Title: Gina Stoll - Sr. Associate AD / SWA

Date: 8/4/2024

Date: 8/5/2024

### ATHLETIC BUSINESS OFFICE

Authorized signature: Robert Peterson Date: 6.10.24

Name / Title: Rob Peterson - Sr. Associate AD/CFO

### MIAMI UNIVERSITY - OXFORD

Authorized signature: Chauncey Winbush Date: 8.1.24

Name/Title: CHAUNCEY WINBUSH / DEPUTY AD.

Coach Glenn Boyd

Authorized signature: [Signature] Date: 7/31/2024

**---This contract is null and void if not signed and returned by June 30<sup>th</sup>, 2024---**

**--Please sign and return an electronic copy to: ---**

Rob Peterson  
Sr. Associate AD  
Western Kentucky University  
[Robert.peterson@wku.edu](mailto:Robert.peterson@wku.edu)