



## Intercollegiate Athletics Sporting Event Agreement (Athletic Facilities)

**Opposing Team:** Miami (OH)  
**Opposing Team Contact(s):** Jonathan Holmes  
**Opposing Team Email:** holmesj@miamioh.edu

**Wright State Team:** Men's Basketball  
**Wright State Contact(s):** Dan Bere  
**Wright State Email:** dan.bere@wright.edu

This sporting event agreement (the "Agreement") is made between **the opposing team above** (the "Opposing Team") and **Wright State University, an Ohio institution of higher education** (the "WSU"), and is effective as of the date of the last signature below (the "Effective Date").

**1. Sporting Event(s).** WSU and **Opposing Team** agree to schedule one or more athletic contest(s) (the "Game(s)") between their respective intercollegiate sports teams as described in the table below:

Date:	Location:	Sport:	Time:	Home:	Away:
12/16/25	Nutter Center	Men's Basketball	TBD	Wright State	Miami (OH)
TBD	Millett Hall	Men's Basketball	TBD	Miami (OH)	Wright State

\*Wright State will return game to Miami (OH) on reciprocal date in 2026

**2. Home vs. Away.** Throughout this Agreement, reference to the "Home Team" and "Away Team" shall mean the party so designated as such for each Game as above.

**3. Consideration.** Home Team agrees to pay **Away Team** \$ 0 each Game. Payment shall be made within 30 days of the conclusion of each such Game.

**4. General Rules.** The Game(s) shall be governed by the eligibility and athletics rules of the National Collegiate Athletic Association ("NCAA") and the institutional rules of **Home Team** in effect at the time of each Game. Officials are assigned and paid for by **Home Team**. **Home Team** will provide **Away Team** 75 complimentary tickets to each Game. All media rights, including but not limited to television and radio, belong to **Home Team**.

**5. Termination.** This Agreement may be terminated by either Party via written notice to the other Party upon the occurrence of any of the following events: (a) a Party's failure to perform any of its obligations under this Agreement; or (b) the failure of a Party, including its administrators, coaches, or participants, to comply with the rules and regulations of the NCAA such that the non-compliance impacts the Game(s).

**6. Force Majeure.** If it becomes impossible or unreasonably risky to play the Game(s) safely for reasons of power failure, labor strikes, severe weather conditions, riots, acts of war or insurrection, curfew, quarantine, travel restrictions, disease, epidemic, pandemic, public health emergency, state or national emergency, or other unforeseen conditions, catastrophes, or disasters beyond the reasonable control of either Party, this Agreement may be terminated by either Party upon written notice to the other Party. The Game(s) shall be cancelled, and neither Party shall be responsible to the other for any claim, loss, or damage whatsoever, legal or equitable. No such cancellation shall affect the Parties' obligations as to the subsequent Game(s), if any, covered by this Agreement.

**7. Cancellation or Rescheduling.** In the event any Game(s) is canceled or rescheduled because a Party's athletic conference requires it to be canceled or rescheduled, neither Party shall be responsible to the other for any claim, loss, or damage whatsoever resulting from such cancellation or reschedule. For purposes of this paragraph, a change in scheduling requirements includes, but is not limited to changes in the number of conference games to be played, changes resulting from the addition or subtraction of conference members, or any other changes in conference schedules.

**8. Non-Appearance.** If Away Team fails to appear at the time and place scheduled for the Game(s) for any reason other than those stated in sections 9, 10, or 11 herein, Away Team shall pay damages in the amount of Fifty Thousand Dollars (\$50,000.00) to Home Team within thirty (30) days following the scheduled date of the Game(s). The Parties agree that it is difficult to predict attendance and revenues for any athletics event, and that this sum will represent liquidated damages for loss of revenue and shall not be viewed as a penalty.

**9. Insurance.** Each Party certifies that it is insured against general commercial risks to property and personal injury in the amount of at least \$1,000,000 per incident, as well as auto liability insurance in the same amount. Each Party also certifies that it carries workers' compensation coverage and employers' liability of at least one million dollars (\$1,000,000) per occurrence. Upon either Party's written demand, the other Party shall furnish a copy of its certificate of insurance within **seven (7) days** of such demand or otherwise demonstrate its ability to cover such liability to the requesting Party's satisfaction.

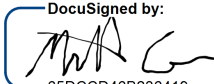
**10. Miscellaneous.** This Agreement represents the entire agreement between the Parties and there are no other representations related to their duties and obligations between them regarding the real property described in the same. In the event a particular provision in this Agreement is founded to be unenforceable as a matter of law, the remainder of the Agreement shall be construed as if such provision was omitted. No provision of this Agreement shall be waived by any party unless such waiver is in writing and executed by the party waiving such provision. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. This Agreement may only be modified or amended in a writing executed by the Parties. All written notices under this Agreement shall be sent electronically to the e-mail address designated by each of the Parties above. This Agreement shall be governed and construed under Ohio law and all actions shall be brought in an Ohio state court with jurisdiction over claims against the State. Pursuant to R.C. 9.76(B), **Opposing Team** warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

**11. Notices.** Opposing Team shall send written notice to the aforementioned contact by email and a copy of the same to WSU's General Counsel at: [generalcounsel@wright.edu](mailto:generalcounsel@wright.edu).

Executed as of the dates below, but effective as of the Effective Date.

**WRIGHT STATE UNIVERSITY**

**Name:** Matt Grushon

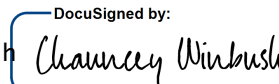
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**Title:** Director of Procurement

**Date:** 6/18/2025

**OPPOSING TEAM**

**Name:** Chauncey winbush

DocuSigned by:  
  
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**Title:** Deputy AD

**Date:** 6/16/2025