



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, effective the date last signed by a party below ("Effective Date") is entered into by the Miami University, ("visiting team") on behalf of its Department of Athletics, and Xavier University ("home team").

1. The parties to this Memorandum of Agreement, consent to an athletic competition between their teams, which shall be held, in accordance with the following conditions:

Sport: Women's Basketball **Place:** Cintas Center
Date of Competition 11/10/24 **Time:** TBD
Officials: Assigned by the Big East Conference

2. This event described in paragraph 1 shall be played according to NCAA playing rules and each athlete's eligibility to compete shall be determined by NCAA rules.

3. The visiting team shall receive 50 complimentary passes for the event described in paragraph 1.

4. Expenses for the game officials shall be paid by the home team.

5. It is agreed by both institutions, that in the event of a breach by either institution, exclusive of those conditions identified in Paragraph 9 below, actual damages would be of any uncertain amount and, in view of the fact, that the breaching institution shall pay the non-breaching institution as reasonable and contemplated liquidated damages of \$ 10,000.

6. The home team shall provide the visiting team a guarantee of 0 hotel rooms or a guarantee of \$ 0.00.

7. The home team is to have full control of the radio and television rights and the visiting team shall negotiate with the home team for any broadcast rights.

8. The home team shall conduct the game in accordance with regulations and guidelines as required by the NCAA and Big East, as outlined by the CDC, the State of Ohio Department of Health, the Hamilton County Public Health Department, the City of Norwood Health Department and/or the City of Cincinnati Health Department and Xavier University.

9. Neither the home nor the visiting team, shall be liable if, for any reason, all or any portion of the event described in paragraph 1 is shortened or canceled due to extreme weather, war, act of God, national emergency, governmental restriction, fewer than seven members of the team who have been medically cleared to play, or like cause, the occurrence of which is not within the control of the home or the visiting team (an event of "Force Majeure"). The home team shall use commercially reasonable efforts to reschedule any games canceled due to a Force Majeure occurrence to a new date and time and the visiting team shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own scheduling limitations. The home and

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the visiting teams acknowledge that this Memorandum of Agreement is being made during the time of the COVID-19 pandemic and that circumstances may arise beyond either party's control, to wit: Governmental (national, state and/or local), NCAA, or Conference regulations may preclude, either explicitly or practically, the engagement of either or both parties in the game. Should such regulations (i.e. the imposition of a 14-day quarantine prior to or immediately following participation in the game) arise between the date of execution of this Memorandum of Agreement and the start of the event described in paragraph 1, either party may withdraw from said game. Under these circumstances, the home team shall be permitted to cancel said game and the visiting team shall be permitted to withdraw from participation. Neither party shall be required to compensate the other and shall be relieved of all obligations benefits set forth elsewhere in this Memorandum of Agreement.

For Visiting Team		Xavier Team	
By: <u>[Signature]</u>	Date: <u>5/14/24</u>	By: <u>[Signature]</u>	Date: <u>5.13.24</u>
Title: <u>Head Women's Basketball Coach</u>		Title: <u>Bill Chambers, Head Coach, Women Basketball</u>	
By: <u>[Signature]</u>	Date: <u>5.14.24</u>	By: <u>[Signature]</u>	Date: <u>5/13/24</u>
Title: <u>DEPUTY AD</u>		Title: <u>Susan Lipnickey, Sr. Assoc Ath. Dir for Compliance, S-A Resources and SWA</u>	
By: _____	Date: _____	By: <u>[Signature]</u>	Date: <u>5-13-24</u>
Title: _____		Title: <u>Leslie Fields, Assistant Athletic Director for Compliance</u>	
		By: <u>[Signature]</u>	Date: <u>5/13/24</u>
		Title: <u>Andy Barry, Assistant Athletic Director for Business and Finance</u>	

SRM 5/13/24

For payment of specified guarantee, provide address and contact information for the visiting Team:

Sign and return to:

Athletic Business Office, Xavier University, 3800 Victory Parkway, Cincinnati, OH 45207-7530