



**The University of Iowa
Department of Intercollegiate Athletics**



Football Contract

This Agreement is made and entered into on this 10th day of May, 2013, by and between The University of Iowa (herein referred to as "Host Institution"), and Miami University (hereinafter referred to as "Visiting Institution").

WHEREAS, Host Institution seeks to schedule a varsity football contest with Visiting Institution, and

WHEREAS, Visiting Institution is desirous of participating in said contest.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties hereto have entered into the following agreement.

1. The parties hereto shall participate in a varsity football contest on the 3rd day of September, 2016 in the City of Iowa City, Iowa at TBA game site time.
2. For and in consideration of the participation of Visiting Institution in said contest, Host Institution agrees to pay Visiting Institution the sum of \$1,000,000 to be paid in full to Visiting Institution by February 1st of the year following the date of the contest.
3. Officials for said contest shall be appointed by the Big Ten Conference. Fees and expenses for the officials shall be the sole responsibility of the Host Institution.
4. These contests shall be managed by Host Institution and shall be played according to the rules of the Big Ten Conference and the NCAA.
5. Each party hereto shall be governed by the rules of the National Collegiate Athletic Association, the conference to which it belongs (if any), and by its own institutional eligibility rules.
6. Receipts from the sale of concessions, programs, souvenirs, radio rights (other than the radio rights contracts of Visiting Institution), and any post-game event or show featuring taped replay of the contest in whole or in part, shall belong solely to Host Institution. Visiting Institution shall also be entitled to retain any receipts from post-game replay of the contest in its immediate home media market.

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7. Visiting Institution acknowledges and agrees that (a) 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) Host Institution's home football games and certain games played at a neutral site have been assigned by Host Institution to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) Host Institution has no ability to grant to Visiting Institution any rights for the telecast or distribution of games played pursuant to this Agreement in which Host Institution is the home football team or of games played pursuant to this Agreement at certain neutral sites and (c) The Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Host Institution is the home team or of games played pursuant to this Agreement at certain neutral sites. Host Institution acknowledges and agrees that Visiting Institution shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games played pursuant to this Agreement in which Visiting Institution is the home football team and to retain all revenues derived therefrom. Notwithstanding the foregoing, the respective rights, if any, of Host Institution and Visiting Institution with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting football team (and the revenues derived therefrom) shall be governed by a separate agreement between The Big Ten and Visiting Institution which separate agreement shall govern certain aspects of any football games played between the member institutions of The Big Ten and Visiting Institution, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

Visiting Institution shall have the right to produce films and/or videotapes of the 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 Visiting Institution 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 Host Institution 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 Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and Visiting Institution.

8. The Visiting Institution shall be entitled to receive up to 3,000 tickets for the contest. There shall be 400 complimentary tickets allocated to the Visiting Institution and those complimentary tickets shall come out of the allocation set forth above. The Visiting Institution agrees to request only the number of tickets it can reasonably sell for this contest. The Visiting Institution shall pay the Host Institution for all tickets requested and not returned in a timely manner. No more than 50 tickets shall be returned by Visiting Institution within twenty-four hours prior to the contest. Payment in full shall be received by Host Institution within seven days after the contest.

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9. In order to assist Visiting Institution in fulfilling its contractual obligations in connection with the sale of radio rights to its contests, Host Institution agrees to provide adequate facilities for one radio origination(s) of the contest. It is understood, however, that Host Institution shall not be required to alter or otherwise expand its existing radio facilities at the site to accommodate Visiting Institution's radio contractor.

10. It is understood by the parties hereto that, that should either party be unable to perform the terms and conditions of this contract due to Acts of God and nature, strikes, war, or other unusual occurrence beyond the control of that party, which makes it desirable or necessary to cancel all or any portion of this contract, said party shall immediately indicate in writing the necessity to cancel the contract or a portion thereof and the contract to that extent shall be canceled. Any of the expenses or obligations incurred by either party in connection with its performance hereunder prior to said cancellation shall be borne by the party incurring said expense.

11. With the exception of the exigencies set forth in paragraph 10 above, the parties hereto recognize and understand that the unilateral decision of one party to cancel this agreement or any portion thereof would cause the other party significant damage, both financial and otherwise, and agree that such a breach shall entitle the non-breaching party to the sum of \$500,000 as liquidated damages. It is agreed that a determination of the damages for any event can be difficult to predict, so this sum shall represent liquidated damages to the non-breaching party.

12. Other contests to be played pursuant to this agreement:

DATE	PLACE	TIME
August 31, 2019	Iowa City, Iowa	TBD

13. Other Provisions:

Notwithstanding the terms set forth in paragraph 11 above, during this contract should either school's Conference add additional conference football games making it difficult or impossible to comply with the terms herein, that school shall be entitled to request that the parties seek to renegotiate the contract terms for the game(s) that are affected by the conference scheduling change and the liquidated damage clause shall be waived. Both schools agree to make every effort to work with their respective conferences to try to keep this issue from arising.

Guarantee for the game on August 31, 2019 shall be \$1,200,000, payable as set forth in paragraph 2 above.

14. The persons executing this agreement on behalf of their respective parties hereby warrant that they are duly authorized and empowered to execute said agreement on behalf of said parties.

15. ~~The parties agree that this agreement is entered into in and shall be subject to the laws of the State of Iowa.~~ JCF

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IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written.

THE UNIVERSITY OF IOWA

By: 

Mark B. Abbott

Associate Director of Athletics

MIAMI UNIVERSITY

By: 

David Saxler

Director of Athletics

By: 

Dr. David Creamer

Vice President of Finance
and Business Services

TAX ID # (required)

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