

# 2024 FORT MYERS TIP-OFF EVENT AGREEMENT (Miami University)

This 2024 Fort Myers Tip-Off Event Agreement (this “**Agreement**”) is made this 16th, 2024 day of February 2023, by and between Intersport, Inc. (“**Intersport**”), and Miami University (“**Institution**”) in connection with Institution’s invitation to, and participation in, the 2024 Fort Myers Tip-Off Event to be held from approximately November 17, 2024 through November 28, 2024 (the “**Event**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Intersport and Institution, intending to be legally bound to the following mutually agreed upon terms, hereby agrees as follows:

1. Rules and Regulations. This Agreement is subject to all valid rules and regulations of the National Collegiate Athletic Association (the “**NCAA**”) and no party hereto shall be obligated to perform its obligations hereunder if such performance would render that party in violation of then existing and legally valid NCAA rules or regulations. Policies enacted by the NCAA’s governance structure shall govern participation and qualification of Institution to participate in the Event. Should the NCAA implement rules change(s) which affect(s) performance under this Agreement, the parties agree to hold good faith discussions on modification of this Agreement to comply with the NCAA rules change. Parties agree that NCAA rule changes will not constitute grounds for termination of this Agreement unless there is no practical way to revise this Agreement to comply with such updated NCAA rules.
2. Eligibility and Compliance. By accepting the invitation to participate in the Event and executing this Agreement, Institution represents and warrants that Institution and all men’s basketball players representing Institution are eligible for intercollegiate athletic competition at the time of the Event under the existing rules and regulations of Institution, the NCAA, and the conference of which Institution is a member. In the event that Institution or any of its players is declared ineligible to participate in sanctioned collegiate basketball activities (including probation of Institution’s men’s basketball program) after the execution of this Agreement, and Intersport determines that such events would affect any contractual obligations to television or other agreements, Intersport reserves the right to unilaterally withdraw its invitation to Institution and to terminate this Agreement without any liability whatsoever.
3. Playing Rules for the Event. Event play shall be governed by the NCAA Men’s Basketball Rules of the Game then in effect.
4. Format of the Event. Institution shall play three (3) games in the Event. The first game of the Event played by Institution shall take place at off-site men’s basketball facilities on or around November 17-21, 2024 at the University of Michigan, (the “**Visiting Facility**”). The last two (2) games of the Event played by Institution shall take place on or around November 25-26, 2024 at Suncoast Credit Union Arena in Fort Myers, Florida (the “**Arena**”). The matchups for the

Institution's second game shall be determined by Intersport. The third game of the Event played by Institution shall be based on the outcome of Institution's second game, whereby the winning team in the second game advances to a championship game and the losing team in the second game plays in a consolation game. Intersport shall have authority to determine or change, in its sole discretion at any time, the format of the Event, the pairings of Event participants for each round, dates, and the sites for all Event contests. Intersport shall provide Institution with notice of any changes (email is acceptable).

5. Travel Accommodations. In connection with the Event at the Arena, Intersport shall provide Institution with the following:

- **Hotel:** Eighteen (18) room nights at an official host hotel in or around Fort Myers, Florida to Institution for players, coaches (including a suite upgrade for the Head Coach), and staff of Institution, which room nights shall include room and tax only and exclude any incidental charges. Institution shall cooperate to provide details for hotel guests in a timely fashion upon request from Intersport. Any additional room nights or other hotel charges booked by Institution shall be at Institution's cost.
- **Event Transportation:** Intersport shall further liaise Institution with preferred Event Transportation provider to book and schedule transfers for Institution's players, coaches, and staff as necessary in or around Fort Myers, Florida.

Except for expenses detailed in this Section 5 Intersport shall not be responsible for any other expenses of Institution in connection with Institution's participation in the Event including, but not limited to, food/meals, personal room expenses or charges, car rentals, baggage fees, per diem, and any other foreseeable or non-foreseeable expense. Notwithstanding the foregoing, if Institution terminates due to Force Majeure prior to the start of the Event, it will reimburse Intersport for any reasonable and non-cancellable travel, accommodations and hospitality costs for Institution for which Intersport is responsible. Intersport will use reasonable efforts to mitigate costs and will consult with Institution on non-cancellable costs.

6. Payment Terms. Intersport agrees to pay to Institution within sixty (60) days of the first game of the Event a fee of Sixty Thousand US Dollars (\$60,000.00) for the game played at a Visiting Facility (the "**Event Fee**").

7. Testing Assistance. If necessary in Intersport's discretion, Intersport shall work with Institution to provide options for access to testing for any epidemic or pandemic at the Event in compliance with the requirements and guidance of the Institution, the NCAA and Institution's conference then in effect. Testing shall be at Institution's cost.

8. Promotional Rights. Intersport and sponsors and media distribution partners of the Event will have the right to publicize Institution as participating in the Event in its marketing and promotions of the Event.

9. Television, Radio, and Media Rights. All television, radio, and media rights to the broadcast or telecast of all games in the Event that take place at the Arena are the exclusive

property of Intersport and its media partners for the Event. These rights include, but are not limited to, all forms of radio broadcasting, commercial and non-commercial television, and all forms of cable telecasts, live or on tape including rights to re-telecast in whole or in part and all other broadcast media, including that on the internet and on other new media. Institution may not negotiate for the sale or use of said rights with any other party without the express written consent of Intersport. Intersport shall work with Institution and Arena to provide access for Institution's radio broadcast team for make radio broadcasts of Institution's games in the Event.

10. Institution Name, Marks, and Logos. Institution hereby grants Intersport and its agents, licensees, and any other party acting under its control or on its behalf in connection with the Event the non-exclusive right to copy, publish, and otherwise use Institution's name, marks, uniforms, mascot (if applicable) and logos collectively the ("**Institution IP**") for purposes of advertising and promoting the Event through any media and in any territories in the sole discretion of Intersport and its agents, licensees, and any other party acting under its control or on its behalf in connection with the Event. Institution further agrees to work with Intersport to secure necessary rights to the name, voice, image and likeness of the Institution's team, staff and coaches participating in the Event as well as the Institution IP for the following uses:

- Pre-promotion and marketing of the Event in all media (now known or hereafter created), including, but not limited to television and similar linear distribution, on-demand services, digital distribution, radio and print (collectively the "**Distribution Channels**").
- Event materials (i.e. tickets, media guides, advertisements and signage); and
- Distribution of the Event (in whole or in part) in any media (now known or hereafter created), including but not limited to television and similar linear distribution, on-demand services, digital distribution, radio and print and the production and distribution of any content captured related to the Event distributed via the Distribution Channels during or after the Event including, but not limited to, rebroadcasts of the Event (in whole or in part) in any media, references to the teams participating in past versions of the Event, and the use of highlights or clips from the Event for promotion of future years of the Event.

Institution further agrees that Intersport may use Institution's logo (as provided by Institution) to create a composite logo for the Event, which includes the logos of all participating teams as part of the design (the "**Composite Event Logo**"). Institution shall authorize Intersport and its representatives to use the pre-approved Composite Event Logo for all purposes contemplated under this Agreement including production and sale of Event merchandise.

11. Cancellation by Institution. If Institution cancels this agreement after execution, Institution shall pay a cancellation fee to Intersport in the amount of One Hundred Fifty Thousand US Dollars (\$150,000.00) (the "**Cancellation Fee**") and this Agreement shall be cancelled upon receipt thereof by Intersport. The Cancellation Fee shall be paid by Institution to Intersport no later than thirty (30) days after Institution notifies Intersport of its intent to cancel.

12. Force Majeure. Should the Event not take place due to reasons outside of the parties' reasonable control including, but not limited to, acts of God, inclement weather, accident, acts of war or terror affecting the Event, strike or other work stoppage, epidemic or pandemic, government order, or civil disturbances ("**Force Majeure**"), each party agrees to reschedule Institution's participation in the Event to a subsequent (first-available based on Institution's then-current commitments) iteration of the Event.

13. Ticketing.

- a) *Arena Revenue and Allocation*. In connection with hosting games in the Event at the Arena, it is agreed that Intersport will be entitled to sell all tickets for the games at the Arena and retain all revenues from such ticket sales. Intersport shall allocate to Institution at no cost forty (40) tickets to be mutually agreed upon between the parties for the two (2) games in which Institution plays in the Event held at the Arena.
- b) *Visiting Facility Revenue and Allocation*. In connection with playing games in the Event at a Visiting Facility, it is agreed that the host institutions will be entitled to sell all tickets for the games at a Visiting Facility and retain all revenues from such ticket sales. Institution shall coordinate with the host institutions to coordinate a number of tickets to be made available at Visiting Facilities.

14. Publicity. Institution agrees to help promote fan and alumni attendance at the Event by utilizing the Institution's promotional channels including, but not limited to the following:

- Sending out (electronically and/or via hard copy) a one-page brochure along with a one page letter from Institution's head men's basketball coach encouraging season ticket holders to attend the Event at the Arena. The brochures will be supplied by Intersport. Institution shall be responsible for all costs of mailing (electronically or via hard copy). Institution agrees to send out (electronically or via hard copy) the brochures and letters on a schedule agreed between the parties;
- Regular promotion of the Institution's involvement in the Event via the Institution's athletics' website(s) and social media accounts;
- Promotion of the Event at Institution's other sporting events, subject to Institution's promotional policies;
- Encouraging Institution's head men's basketball coach to also promote the Event via his or her social media;
- Working with Intersport to identify other potential promotional opportunities for the Event.

15. Signage. All games in the Event at the Arena are the sole property of Intersport and only Intersport or its representative may contract for the sale of sponsorships including, but not limited to, signage display rights at such games that are compliant with NCAA rules.

16. Costs and Revenues. No revenues generated by the Event shall be shared in any way between Institution and Intersport. Except as set forth in Section 5, Intersport will not provide to Institution any reimbursement or financial incentive of any kind.

17. Limited Liability. Except with respect to indemnification obligations set forth below, in no event shall Intersport be responsible to Institution for indirect, incidental, special, or consequential damages including, but not limited to, lost profits. Institution assumes any and all risks of personal injuries to its players, coaches, staff, and agents and damages to any property of the foregoing arising in any way from Institution's involvement in the Event, except to the extent resulting from the negligence or willful misconduct of Intersport or the negligence or willful misconduct of those acting within Intersport's control.
18. Indemnification of Intersport. Institution shall indemnify, defend, and hold harmless Intersport and its owners, directors, officers, employees, and agents from any and all third party suits, claims, demands, damages, liabilities, costs, expenses and attorneys' fees arising out of its actions or omissions in breach of this Agreement, provided that Intersport shall notify Institution within a reasonable time of any such claim or litigation to which this indemnity shall apply.
19. Indemnification of Institution. Intersport shall indemnify, defend, and hold harmless Institution and its, directors, officers, employees, and agents from any and all third party suits, claims, demands, damages, liabilities, costs, expenses and attorneys' fees arising out of its actions or omissions in breach of this Agreement, provided that Institution shall notify Intersport within a reasonable time of any such claim or litigation to which this indemnity shall apply.
20. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and represents the entire understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous oral and written agreements, negotiations, representations, understandings, and correspondence. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by each of Institution and Intersport. If any provision of this Agreement is found to be invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
21. Waiver. The failure by a party to enforce any provision of this Agreement or to exercise any of its rights or remedies shall not constitute a waiver of such party's other rights or obligations.
22. Authority. By its signature below, each of the undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the others that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
23. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
24. Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. For purposes

hereof, a facsimile copy of this Agreement or signature transmitted by e-mail or other comparable electronic means, including the signature pages hereto, shall be deemed to be an original.

*Signature Page Follows.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**MIAMI UNIVERSITY**

By: Chauncey Winbush  
(signature)

Name: CHAUNCEY WINBUSH

Title: DEPUTY AD

Address: 500 E. SYCAMORE ST.  
OXFORD, OH. 45056

**INTERSPORT, INC.**

By: Mark Starsiak  
(signature)

Name: Mark Starsiak

Title: **VP, Sports Properties**

Address: 303 E. Wacker Dr., Suite 2200, Chicago,  
IL 60601