

## FOOTBALL CONTRACT

THIS AGREEMENT is entered into on April 27, 2016, between MIAMI UNIVERSITY ("Miami") and University of Missouri ("Missouri").

WHEREAS, Miami and Missouri desire to provide the participation between the parties' varsity football teams in a game of football.

WHEREAS, each of the parties involved will field a varsity football team that falls within the NCAA guidelines of a Division 1A "counter" in terms of grant in aids awarded.

NOW, THEREFORE, in consideration of the foregoing, Miami and Missouri agree as follows:

1. The varsity football teams representing the above institutions shall play games of football as set forth below:

<u>Date</u>	<u>Location</u>	<u>Time</u>
September 13, 2025	Miami University	TBD

2. The eligibility of the participating players, and other rules, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the teams respective Conferences and the institutional rules of the Home Team and the Visiting Team.
3. The Home Team agrees to pay the Visiting Team: Two Hundred Thousand (\$200,000) for participation in the above game no later than Sixty (60) days following the game.
4. The game officials in charge of officiating the football games shall be appointed by the Home Team's Conference and their expenses shall be paid by the Home Team.
5. The Home Team will make Three Thousand (3,000) tickets available for purchase by the Visiting Team. The Visiting Team shall return all unsold tickets not later than thirty (30) days or pay the face value of the tickets to the Home Team. The Home Team will also make available Three Hundred and Fifty (350) complimentary tickets at no cost to Visiting Team.
6. Upon approval of Home Team, which will not be unreasonably withheld, the Visiting Team's cheerleaders, band members (no more than 300) and pompon squad members who are dressed in uniforms shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of Home Team. A request by the Visiting Team for its band to perform shall be made no later than Thirty (30) days prior to date of game.
7. The Visiting Team shall be allowed thirty (30) sideline passes at no charge. Sideline passes are for use by coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team Bench area.
8. Home Team shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of Home Team.



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9. Home team shall have a medical doctor and an ambulance at the game site throughout the period of the football game.
10. The Visiting Team understands that Home Team has assigned its live, over-the-air broadcast and cable television rights to the football game to their respective Conference Office, which in turn has contracted with certain television networks and cable broadcasters ("Conference Contracts"). Conditions in the Conference Contracts relating to television exposure and/or exclusivity shall apply to Home Teams participation in the football game.
11. Any discussion regarding the conditions of the Conference Contracts should be directed to the respective Conference offices of each team. The Visiting Team agrees that it will negotiate any agreement for rights to televise the football game and related rights fees, if any, with the Home Team's Conference.
12. Television revenue distribution shall be governed by the Home Team's Conference's agreement.
13. The Home Team shall control radio broadcast of the game and shall retain the revenue from all radio rights to broadcast the game. Notwithstanding the above, the Visiting Team will be provided one (1) rights-free radio outlet for the live radio broadcast of the game by the Visiting Team's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. The Visiting Team shall be responsible for ordering and paying for telephone and broadcast lines incidental to such radio broadcast. The Home Team shall not be required to make any alteration to existing facilities for purposes of this Agreement.
14. The Visiting Team shall have the right to produce films and/or videotapes of the game for coaching purposes and the Home Team agrees to provide reasonable facilities for such cameras as may be required.
15. Each party shall have the right to produce films and/or videotapes of the games for use in a coach's show or locally originated delayed television broadcast subject to compliance with rules governing delayed television broadcast established by the NCAA or other agencies of which either or both institutions are members. Each party may retain all income that it may receive from such opportunities.
16. If it becomes impossible to play the football game for reasons of power failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by mutual agreement of both parties, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties obligations as to subsequent games covered by this Agreement.
17. If the Visiting Team's football team for any reason other than those stated in paragraph 16 above, fails to appear at the time and place scheduled herein for the football game or cancels the contract, and if no contest with a team of similar stature is scheduled by the Home Team to replace the one cancelled because of the Visiting Team's breach, then the Visiting Team shall be deemed to have breached the Agreement and shall pay to the Home Team:
  - a. Expensed incurred, if any, in preparing for the football game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
  - b. It is agreed by the parties that the actual damages that might be sustained by reason of material breach by one of the parties would be difficult to ascertain, and it is further agreed

that the sum will be reasonable and just compensation for such breach, and the breaching party hereby promises to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach. Payment must be made no later than December 31<sup>st</sup> of the calendar year the breaching team notifies the non-breaching team of the breach or cancellation of the contract. Breach and cancellation notification liquid damage schedule:

<u>Notification Year</u>	<u>Payment Amount</u>	<u>Payment Due</u>
2016	500,000	Dec. 31 2016
2017	500,000	Dec. 31 2017
2018	650,000	Dec. 31 2018
2019	650,000	Dec. 31 2019
2020	750,000	Dec. 31 2020
2021	750,000	Dec. 31 2021
2022	750,000	Dec. 31 2022
2023	750,000	Dec. 31 2023
2024	1,000,000	Dec. 31 2024
2025	1,000,000	Dec. 31 2025

18. If the Home Teams football team for any reason other than those stated in paragraph 16 above, fails to appear at the time and place scheduled herein for the football game or cancels the contract, and if no contest with a team of similar stature is scheduled by the Visiting Team to replace the one cancelled because of Home Teams breach, then Home Team shall be deemed to have breached the Agreement and shall pay to the Visiting Team:

- a. Expenses incurred, if any, in preparing for the football game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
- b. It is agreed by the parties that the actual damages that might be sustained by reason of material breach by one of the parties would be difficult to ascertain, and it is further agreed that the sum will be reasonable and just compensation for such breach, and the breaching party hereby promises to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach. Payment must be made no later than December 31<sup>st</sup> of the calendar year the breaching team notifies the non-breaching team of the breach or cancellation of the contract. Breach and cancellation notification liquid damage schedule:

<u>Notification Year</u>	<u>Payment Amount</u>	<u>Payment Due</u>
2016	500,000	Dec. 31 2016
2017	500,000	Dec. 31 2017
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2019	650,000	Dec. 31 2019
2020	750,000	Dec. 31 2020
2021	750,000	Dec. 31 2021
2022	750,000	Dec. 31 2022
2023	750,000	Dec. 31 2023
2024	1,000,000	Dec. 31 2024
2025	1,000,000	Dec. 31 2025

19. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.

20. The Visiting Team recognizes that the Home Team has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into Home teams football stadium. The Visiting Team agrees to consult with Home Team before the football game to ensure that the Visiting Team does not bring products or items into Home Teams football stadium that violate Home Teams corporate sponsor agreements.

21. Any notice required under this Agreement to be given by either Miami University or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to Miami

Director of Athletics  
Miami University  
230 Millett Hall  
Oxford, OH 45056

If to Missouri

Director of Athletics  
University of Missouri  
Mizzou Arena  
One Champions Drive  
Columbia, MO 65205

22. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.

23. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.

24. This Agreement is the whole Agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of either participating teams.

25. The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

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

MIAMI UNIVERSITY BY:

[Signature] 6/14/16  
Director of Athletics Date

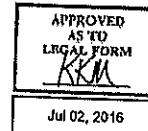
[Signature] 6-14-16  
Date  
Vice President for Finance and Business Affairs

Name: UNIVERSITY OF MISSOURI

[Signature] 6-24-16  
Director of Athletics Date

[Signature] 7/5/16  
Date

Lisa J. Wimmenauer  
Assoc. Director, Business Svcs



DIVISION OF FINANCE

[Signature] 6/27/16