

Purdue University
Football Game Contract

This Football Game Contract ("Contract") is made as of the 1st day of March, 2019, by and between Purdue University ("Host Team") and Miami University ("Visiting Team").

In consideration of the following mutual undertakings and commitments, the parties agree as follows:

1. **Game Schedule.** The varsity football teams of Purdue University and Miami University shall play a football game (the "Game") against each other at Purdue University on September 18, 2027 at a time to be determined.
2. **Applicable Rules.** In performing this Contract, each party shall be governed by the applicable rules of (i) the athletic conference to which it belongs and (ii) the National Collegiate Athletic Association.
3. **Game Officials.** The commissioner of the athletic conference to which the Host Team belongs shall appoint the officials for the Game. The Host Team shall be responsible for the officials' expenses.
4. **Management.** The Host Team will, at its own expense, be responsible for managing the Game, including ticket sales, advertising, security, and all other matters customarily handled by the host of a Division I intercollegiate football game.
5. **Tickets.**
 - (a) **Prices.** The Host Team will establish ticket prices (including any applicable taxes) for the Game.
 - (b) **Tickets For The Visiting Team.** In addition to the Game Fee provided for in article 7.(a), the Host Team will provide to the Visiting Team four hundred (400) complimentary game tickets. By no later than four (4) weeks before the Game, the Visiting Team will tell the Host Team how many additional Game tickets the Visiting Team would like to purchase. The Host Team will allow the Visiting Team to purchase up to 1500 Game tickets, or more if there are additional tickets which the Host Team is willing to make available when the Visiting Team requests tickets. By no later than one week before the Game, the Visiting Team will return to the Host Team at least 90% of any Game tickets then remaining unused. If the Game is not sold out, the Visiting Team may also return up to 100 Game tickets upon arrival at the Host Team's location for the Game. Within 60 days following the Game, the Visiting Team will pay to the Host Team the ticket price for all Game tickets which the Visiting Team received and did not return pursuant to the foregoing.

6. **Media.**

(a) **TELEVISION:** MIAMI UNIVERSITY 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) Purdue University home games and certain games played at a neutral site have been assigned by Purdue University 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) Purdue University has no ability to grant to MIAMI UNIVERSITY any rights for the telecast or distribution of games played pursuant to this Contract in which Purdue University is the home team or of games played pursuant to this Contract 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 Contract in which Purdue University is the home team or of games played pursuant to this Contract at certain neutral sites. Purdue University acknowledges and agrees that MIAMI UNIVERSITY shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games played pursuant to this Contract in which MIAMI UNIVERSITY is the Home Team and to retain all revenues derived therefrom. Notwithstanding the foregoing, the respective rights, if any, of Purdue University and MIAMI UNIVERSITY with respect to the telecast or distribution of games played pursuant to this Contract in which they are the visiting team (and the revenues derived therefrom) shall be governed by a separate agreement between The Big Ten and MIAMI UNIVERSITY which separate agreement shall govern certain aspects of any games played between the member institutions of The Big Ten and MIAMI UNIVERSITY, provided, that in the absence of any such separate agreement, the terms of this Contract shall control.

(b) **USE OF GAME VIDEO:** The Visiting Team shall have the right to produce films and/or videotapes of the games played pursuant to this Contract 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 the Visiting Team 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 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 the Visiting Team of footage of games played pursuant to this Contract shall be governed by a separate agreement between the Big Ten and MIAMI UNIVERSITY.

(c) **RADIO:** The Host Team will, without additional charge, provide the Visiting Team with one radio outlet for use in broadcasting the game by one radio station in the immediate vicinity of the Visiting Team's home locality (the "Visitor's Radio Station"). Any other radio station which broadcasts the Game using a feed from the Visitor's Radio Station will be required to pay the Host Team's standard radio rights fee for broadcasting a Men's Football game. The Visiting Team will be responsible for ordering and paying for any telephone and broadcast lines needed for such radio broadcast.

7. **Fees.**

(a) **Game Fee.** By no later than February 15th of the year following the year in which the Game is played, the Host Team shall pay the Visiting Team the sum of one million four hundred thousand dollars (\$1,400,000) for participating in the Game, less any amount which the Visiting Team owes and has not paid for Game tickets under Section 5(b) above. All other revenue generated in connection with the Game, including but not limited to revenue from ticket and program sales, parking and concessions, shall be retained by the Host Team. The Visiting Team shall be responsible for its own expenses. No payment will be due under this Section 7(a) if the Game is not played for any reason.

(b) **Cancellation Fee.** The parties acknowledge that each is relying on the other to participate in the Game as agreed. The failure by one party to participate will constitute a material breach of this Contract that will cause the other party significant disruption and damages. Therefore, unless excused under Section 8(a) below, if either team fails to participate in the Game as agreed, the breaching party shall pay to the non-breaching party a cancellation fee of \$2,000,000.00 (two million dollars).

The breaching party will make any such payment by the earlier of (i) 60 days after notifying the non-breaching party of cancellation, or (ii) 30 days after the date on which the Game was scheduled. Payment of the cancellation fee will be in lieu of any claim for damages based on a failure to participate in the Game as scheduled.

8. **General Provisions.**

(a) **Force Majeure.** Failure to perform an obligation in this Contract (other than an obligation to pay money) is not a breach or default to the extent that the nonperforming party is prevented from performing by acts of God; fire; explosion; earthquake; flood; lightning; thunder; tornado; war; terrorism; riots or civil unrest; court order; government orders or changes in law; or any other cause beyond its reasonable control.

(b) **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements, written or oral, between the parties with respect to the subject matter hereof.

(c) **Modification or Amendment.** This Contract may not be modified or amended except by written agreement signed by authorized representatives of the parties.

(d) **No Assignment.** Neither party may assign or transfer its rights or obligations under this Contract.

9. **Sponsorship Agreement.** The parties hereby acknowledge that Purdue University has entered into an exclusive Sponsorship Agreement with the Gatorade Company, the exclusive manufacturer and distributor of GATORADE products, pursuant to which Purdue University has agreed to require that GATORADE-identified cups, coolers, ice chests, squeeze bottles, sideline carts and towels (hereinafter "Gatorade Merchandise") be placed, exclusively, on all Purdue University team benches and sidelines at athletic events, subject to NCAA legislation, guidelines and regulations (including those regarding individual player endorsements), subject to applicable Conference and NCAA guidelines with respect to pre-season, post-season and exhibition games,

and subject to the legal and contractual rights of third parties. If for any reason Gatorade Merchandise cannot be placed on any Purdue University team benches or sidelines at any athletic contest played pursuant to this Contract, then the parties agree that generic (non-branded) cups, coolers, ice chests, squeeze bottles, sideline carts and towels shall be placed, exclusively, on said Purdue University team benches or sidelines.

10. Walk-Through. If requested by Visiting Team, then Host Team will make its best efforts to accommodate Visiting Team's request to conduct a walk-through at the Game facility on the day prior to the Game.

11. Sideline Limitations. Due to limited space on the sidelines, Purdue Game Management and Security must approve all equipment on the Visitor's sidelines on game day. Approval will not be unreasonably withheld. Visiting Team, with permission, may use any and all product and equipment on the sidelines of the football field that are normally used on its home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

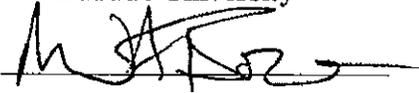
12. Credentials. Visiting Team shall be provided no less than sixty (60) team bench area passes, eight (8) all-access passes, twelve (12) coaches' booth passes, and six (6) team/coaches video passes. Additional credential requests shall be subject to mutual agreement, availability and facility constraints. Visiting Team shall use its best efforts to provide a list of all credentialed workers and personnel to Host Team at least seven (7) business days prior to the Game.

13. Parking. Visiting Team shall be allowed parking passes for one (1) equipment truck, four (4) buses, and eight (8) automobiles for use by the football program and administration.

[Signature Page Follows]

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

Purdue University

By: 

Printed: Michael A. Bobinski

Title: Vice President & Director of
Intercollegiate Athletics

Date: 3/1/19

Miami University

By: 

Printed: Dr. David K. Creamer

Title: Senior Vice President for
Finance and Business Services

Date: 3-4-19