



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 3rd day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Malone University (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective **WOMEN'S BASKETBALL** teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
November 1, 2022	Millett Hall- Oxford OH	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$2,300 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.

6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.

7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
 - (a) Failure of a party to perform any of its obligations under this Agreement;

 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

10. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any

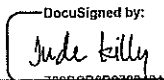
governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this **Section 10**, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.


FOR: MIAMI UNIVERSITY


By: 
Athletic Director or Designee

Title: **Deputy AD & Chief of Staff**

Date: **8/4/2022**

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee

Title: **Coach**

Date: **8/4/2022**



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 27th day of July, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Xavier University (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective ~~WOMEN'S BASKETBALL~~ teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
Nov 7, 2022	Millett Hall - Oxford, OH	Tbd
-	-	-
-	-	-

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$0 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.

6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.

7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
 - (a) Failure of a party to perform any of its obligations under this Agreement;

 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

10. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any

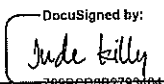
governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this **Section 10**, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.


FOR: MIAMI UNIVERSITY

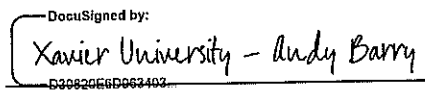
By: 
Athletic Director or Designee

Title: **Deputy AD & Chief of Staff**

Date: **8/1/2022**

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee

Title: **Asst AD for Bus & Fin**

Date: **8/1/2022**



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 3rd day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and University of Vermont (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective **WOMEN'S BASKETBALL** teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
November 11, 2022	Millett Hall- Oxford, OH	TBD
TBD 2023	Patrick Gymnasium- Burlington, VT	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$0 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.

6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.

7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
 - (a) Failure of a party to perform any of its obligations under this Agreement;

 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

10. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any

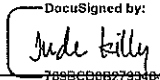
governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this **Section 10**, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.


FOR: MIAMI UNIVERSITY

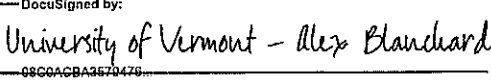
By: 
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/9/2022

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee

Title: Coordinator of Athletic Event Operations

Date: 8/9/2022



ATHLETIC ADMINISTRATION

101 Athletic Office Bldg.
Memphis, TN 38152-3730

Office: 901.678.5395
Fax: 901.678.5078

www.gotigersgo.com

THE UNIVERSITY OF MEMPHIS ATHLETICS COMPETITION AGREEMENT

This COMPETITION AGREEMENT ("AGREEMENT") is entered into by and between **THE UNIVERSITY OF MEMPHIS** and **MIAMI UNIVERSITY**.

WITNESSETH THAT:

1. **Purpose:** The purpose of this Agreement is to confirm the arrangements and conditions for playing a basketball game (herein after Game) between the University of Memphis and Miami University.
2. **Event:** The said parties agree to cause their respective Women's Basketball Teams to participate in the Game in accordance with the terms of this Agreement. The Game shall be played on the date and at the location as set forth below, with the HOME TEAM designated by their location:

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>
Nov. 16, 2022	Memphis, TN	TBD

3. **Rules:** The Game shall be governed by all rules and regulations of the National Collegiate Athletic Association ("NCAA"), the respective institutions, and the institutions' respective conferences, as then in effect at the time of the Game.
4. **Eligibility of Team Members:** The eligibility of players to participate in the Game shall be determined by all rules and regulations of the NCAA, the respective institutions, and the institutions' respective conferences, as then in effect at the time of the Game.
5. **Compensation:** The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation, the total twelve (12) rooms for 1 night at the Holiday Inn and **\$25,000** as a guarantee. Payment shall be made to the VISITING TEAM within 120 days after the date of the Game.
6. **Tickets:** The VISITING TEAM shall be allowed **60** complimentary tickets and in addition has the option to purchase **60** tickets, and furthermore all efforts will be made to accommodate ticket requests by the visiting school. In addition, the cheerleaders, Dance squad and/or pep band of each team shall be admitted by uniform or passes, if applicable.
7. **Radio:** The radio broadcast of the Game be under the control of the HOME TEAM. The rights of each team are as follows: THE VISITING TEAM will have space for one radio broadcast outlet. The VISTING TEAM shall not be required to pay a fee to The HOME TEAM; however, the VISITING TEAM shall be responsible for all incidental costs, i.e. telephone line charges, special electrical set-up, engineering, etc. All other broadcast rights, privileges, and receipts there from shall belong exclusively to The HOME TEAM.
8. **Television:** Television rights, including any national or regional television coverage, shall conform to existing conference and national governing body contracts. In the event that there is no

regional cable or national broadcast, each team shall have the right to arrange live or delayed broadcast of the Game in its home/local market and retain all revenue there from as well as be responsible for all costs associated therewith.

9. **Officials:** Officials shall be appointed by the HOME TEAM Conference.
10. **Uniforms:** The HOME TEAM shall wear light-colored uniforms and The VISITING TEAM shall wear dark-colored uniforms unless otherwise agreed upon between the coaches.
11. **Breach:** Failure to participate in Game for reasons other than Force Majeure (see section 13) will be considered a breach of this Agreement. In the event that either party announces its intent not to participate in the Game this will be considered a breach of this Agreement at the time of any official athletics department announcement or communication stating the intent not to participate in the Game.
12. **Liquidated Damages:** It is agreed by both parties that in the event of a breach by either party, actual damages would of an uncertain amount. In view of that fact, the breaching party shall pay the non-breaching **\$25,000** as reasonable and contemplated liquidated damages, and not as a penalty.
13. **Force Majeure/Impossibility:** Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to fire, floods, embargoes, war, acts of war (whether declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, pandemics, epidemics, public health or environmental emergencies, decisions made by the NCAA or the parties' respective athletic conference(s), acts of God or acts, government orders or regulations ("Force Majeure"). Notice of such Force Majeure shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent Games covered by this Agreement.
14. **Miscellaneous Provisions**
 - a. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity, or create a fiduciary or principal/agency relationship between the parties.
 - b. The failure at any time of any party to demand strict performance of another party or of any of the terms, covenants, or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and any party may at any time demand strict and complete performance of any other party of such terms, covenants, and conditions.
 - c. The unenforceability or invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed as if such provision had not been included.
 - d. This Agreement may not be assigned by either party without the express written consent of the other party.
 - e. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all other prior and contemporaneous understandings and agreements whether written or oral. No amendments to this Agreement shall be valid unless reduced to writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives.

Miami University

BY: _____

TITLE: _____

DATE: _____

^{DS}
The University of Memphis
^{DS}
LA

Coach Initials:

Sport Administrator Initials

Laird Veatch

95E05500DE07407
Director of Athletics

DATE: 8/14/2022

RETURN ONE SIGNED COPY TO:
University of Memphis
570 Normal St.
Memphis, TN 38152



WESTERN KENTUCKY UNIVERSITY
DEPARTMENT OF ATHLETICS
1605 AVENUE OF CHAMPIONS
BOWLING GREEN, KY 42101
Phone 270-745-5276 Fax 270-745-6187

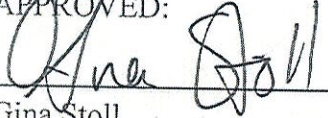
July 5, 2022

THIS AGREEMENT HEREBY MODIFIES the Women's Basketball agreement entered into between Western Kentucky University (WKU) and Miami University. A copy of this agreement is enclosed.

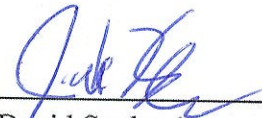
The modification is as follows:

1. The game schedule has been adjusted to the following:
 - a. 2022-23— game will take place at WKU on November 21, 2022.
2. The remaining terms of the agreement are unchanged.


APPROVED:


Gina Stoll
Senior Associate AD/SWA
Western Kentucky University

7/5/22
Date


David Saylor (or representative) *Appl. AD's Ch. of SWA*
Director of Athletics
Miami University

7/28/2022
Date


7/28/22

PLEASE SIGN AND RETURN ONE ORIGINAL TO:

WKU Athletics
Attn: Gina Stoll
1605 Avenue of Champions
Bowling Green, KY 42101
gina.stoll@wku.edu



Department of Athletics
1800 Lincoln Avenue □ Evansville, Indiana 47722
812-488-2237 □ Fax 812 488-2199
www.GoPurpleAces.com

July 26, 2022

Jennifer Gilbert
Associate Athletics Director/SWA
Miami University Athletics
230 Millett Hall
Oxford, OH 45056

Dear Jennifer:

In accordance with the Agreement last dated June 2, 2021, the University of Evansville and Miami (OH) University Women's Basketball teams are scheduled to compete at the University of Evansville home facility, Meeks Family Fieldhouse, TBD for 2022-23 Season.

Please let this letter serve as an amendment to the referenced Agreement to change:

- SECTION 1 EVENT. Confirm the date of competition to Saturday, November 26, 2022, TBD from TBA mutually agreed upon during the 2022 season.

Please return a fully executed copy to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Solinsky'.

Sarah Solinsky – Senior Assoc. Athletics Director/SWA
University of Evansville

8/16/2022

Date

Jennifer Gilbert – Associate AD/SWA
Miami University

A handwritten signature in black ink, appearing to read 'Jennifer Gilbert'.

Deputy AD &
Chief of Staff

8/15/2022

Date



Department of Athletics

1800 Lincoln Avenue • Evansville, Indiana 47722
812-488-2237 • Fax 812 488-2199
www.GoPurpleAces.com

July 26, 2022

Jennifer Gilbert
Associate Athletics Director/SWA
Miami University Athletics
230 Millett Hall
Oxford, OH 45056

Dear Jennifer:

In accordance with the Agreement last dated June 2, 2021, the University of Evansville and Miami (OH) University Women's Basketball teams are scheduled to compete at the University of Evansville home facility, Meeks Family Fieldhouse, TBD for 2022-23 Season.

Please let this letter serve as an amendment to the referenced Agreement to change:

- SECTION 1 EVENT. Confirm the date of competition to Saturday, November 26, 2022, TBD from TBA mutually agreed upon during the 2022 season.

Please return a fully executed copy to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Solinsky'.

Sarah Solinsky – Senior Assoc. Athletics Director/SWA
University of Evansville

8/16/2022

Date

A handwritten signature in black ink, appearing to read 'Jennifer Gilbert'.

Jennifer Gilbert – Associate AD/SWA
Miami University

8/15/2022

Date

Deputy AD
Chief of Staff



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 15 day of July, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Loyola University Chicago (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective WOMEN'S BASKETBALL teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
November 28, 2022	Millett Hall-Oxford, OH	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.

3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$ 0 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.

7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:

- (a) Failure of a party to perform any of its obligations under this Agreement;
- (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise stated here.

10. IMPOSSIBILITY AND FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any

governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this Section 10, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this Section 11, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.

IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.

FOR: MIAMI UNIVERSITY

By: [Signature]

Athletic Director or Designee

Title: Asst. Dir. of SFS

Date: 8/9/2022

SFS Initials: [DS] PJ

Facility Manager Initials: [DS] BC

By: [Signature]

Athletic Director or Designee

Title: Athletic Director

Date: 7-29-22



EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE

COMPETITION CONTRACT - ADDENDUM

This agreement entered into this **July 26, 2022** by and between **Eastern Kentucky University** and **Miami University** whereas, Eastern Kentucky University, the organizer of the women's basketball exempt tournament has selected **Miami University** as a participant in the Event during the 2022 – 2023 NCAA Women's Basketball season. The final name of the Event may be subject to change to accommodate entitlement sponsorships or other naming preferences, at the discretion of Eastern Kentucky University.

TERMS:

1. The Event shall be a NCAA qualifying exempt event with **Miami University** playing two (2) event games in compliance with the NCAA bylaws pertaining to Multiple Team Events. **Miami University** will play one (1) HOME game, plus **Miami University** shall play one (1) game as part of the Event at Northern Kentucky University.
2. The parties agree to cause their respective teams to engage in two (2) games of **Women's Basketball** at **TBA** (Eastern Time).

Miami University Schedule

Date	City	Opponent
Dec. 2nd, 2022	Oxford, OH	Eastern Kentucky University (AWAY)
Dec. 11th, 2022	Highland Heights, KY	Northern Kentucky University (HOME)

Northern Kentucky University Schedule

Dec. 8th, 2022	Highland Heights, KY	Eastern Kentucky University (AWAY)
Dec. 11th, 2022	Highland Heights, KY	Miami University (AWAY)

Eastern Kentucky University Schedule

Dec. 2nd, 2022	Oxford, OH	Miami University (HOME)
Dec. 8th, 2022	Highland Heights, KY	Northern Kentucky University (AWAY)

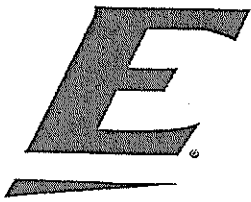
3. The eligibility of all players to participate in the game shall be determined by the rules and regulations of the NCAA and the Conference, as applicable, of which each institution is a member.
4. The HOME TEAM agrees to pay the VISITING TEAM the sum of **\$0** as a guarantee for playing said game.
5. The HOME TEAM shall be allowed **N/A** complimentary tickets and the VISITING TEAM **50** complimentary tickets.
6. The HOME TEAM shall be responsible for all costs and game operations provided to host a standard home college basketball game as it pertains to all games of this Event played including, but not limited to the following:
 - a. Provide adequate liability insurance coverage for all risks normally associated to hosting a college basketball game

PLEASE SIGN AND RETURN VIA EMAIL TO:

Mark Howard

Senior Associate Athletics Director

Mark.howard@eku.edu



EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE

COMPETITION CONTRACT - ADDENDUM

- b. Provide locker room facilities for participating teams and game officials
 - c. Costs associated with game officials for games played at The HOME TEAM as part of the Event. The HOME TEAM shall be responsible for coordination and assignment of game officials and shall provide Eastern Kentucky University with written confirmation of game official assignments seven days prior to each game as part of the Event.
7. The radio broadcast of the game shall be the property of both teams. The HOME TEAM controls the rights and revenue from the broadcast. The VISITING TEAM shall have an outlet free of charge and the revenue derived from their broadcast.
8. The parties agree to grant permission for the use of video footage of portions of the game for either university's television purposes (e.g., coach's shows).
9. **Force Majeure.** If it becomes impossible to play the women's basketball game for reasons of power failure, strikes, severe weather, riots, war, pandemics, epidemics or other unforeseen catastrophes or disasters beyond the control of either party or mutual consent of both parties, this Agreement may be terminated by Eastern Kentucky University or the VISITING TEAM and neither party is responsible to the other for any loss or damage.
10. Should the HOME TEAM alter the 2022 women's basketball season schedule in anyway as a result of the COVID-19 pandemic, the HOME TEAM shall have the right to void this contract without any penalty. The HOME TEAM shall notify the VISITING TEAM in a timely fashion once a decision has been made. The VISITING TEAM may also void this contract if it becomes impossible to play due to COVID-19.
11. If the VISITING or HOME team for any reason other than the result of a force majeure, or cancellation of contest as a result of VISITING TEAM's breach of health and safety standards, then the team that cancels the game must pay \$10,000 to the other program.
12. **Health and Safety Standards.** The visiting team warrants that it will abide by, comply with, and meet all of health and safety protocols set forth by the ASUN, Eastern Kentucky University and the state of Kentucky. These standards are subject to be updated from time to time. The HOME TEAM shall provide the VISITING TEAM this information as they become available. Each team agrees to cover any expenses associated with testing protocols.
13. **Additional Terms.** The teams involved in the tournament field are Miami University (OH), Northern Kentucky University, and Eastern Kentucky University. This contract is contingent on these three (3) teams making up the tournament field.

Eastern Kentucky University will host Miami University in the 2023-2024 season to complete the series.

PLEASE SIGN AND RETURN VIA EMAIL TO:

Mark Howard

Senior Associate Athletics Director

Mark.howard@eku.edu



EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE


COMPETITION CONTRACT - ADDENDUM

EKU SIGNATURES

 8/11/2022
Director of Athletics Date

 8-11-22
Additional Signature, if needed Date

Miami University SIGNATURES

 8/15/2021
Director of Athletics Date

Additional Signature, if needed Date

PLEASE SIGN AND RETURN VIA EMAIL TO:

Mark Howard

Senior Associate Athletics Director

Mark.howard@eku.edu



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 3rd day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Bradley University (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective WOMEN'S BASKETBALL teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
December 16, 2022	Millett Hall- Oxford, OH	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$0 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in Section 5 shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.
6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.
7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
- (a) Failure of a party to perform any of its obligations under this Agreement;
 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).
8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.
9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.
- _____
- _____
10. **IMPOSSIBILITY AND FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any

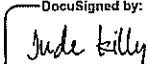
governmental authority, including health and safety quarantines; (g) national or regional emergency; (h) regional or global epidemics or pandemics; (i) outbreak of communicable disease and similar health threats (e.g. coronavirus, influenza, COVID-19, etc.); and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give prompt notice of the Force Majeure Event to the other party. Either party may terminate this Agreement by providing the other party written notice if a Force Majeure Event: (x) makes it impossible to hold the event(s) described in this Agreement; (y) frustrates the purpose of this Agreement; or (z) continues (or is likely to continue) through the date(s) of the event(s) described in this Agreement. If this Agreement is cancelled pursuant to this **Section 10**, then each party shall be responsible for all of the costs and expenses it incurred in anticipation of performing hereunder.

11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

14. SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by a court which has jurisdiction, the same shall be deemed severable from the remained of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained.
15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.


FOR: MIAMI UNIVERSITY


By: 
DocuSigned by: Jude Kelly 7898CDB2793464...
 Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/11/2022

SFS Initials: 

Facility Manager Initials: 

By: 
 Athletic Director or Designee *VP for Athletics*
 Title: *VP for Athletics*

Date: 8/10/22

Yate Popover
Head WBB Coach
8/9/22



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 2nd day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Oakland University (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective **WOMEN'S BASKETBALL** teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
December 17, 2022	Millett Hall-Oxford, OH	TBD
TBD	Athletics Center O'rena- Rochester, MI	

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$0 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.

6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.

7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
 - (a) Failure of a party to perform any of its obligations under this Agreement;

 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).

8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.

9. **MEDIA BROADCAST RIGHTS.** All media rights, including but not limited to Sponsorship, Television, and Radio are owned exclusively by the Home Team and the Home Team's conference, unless otherwise _____ stated _____ here.

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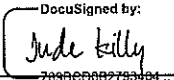
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11. **MORALS.** Either party (the "Terminating Party") may, at its option, terminate or suspend this Agreement immediately upon written notice to the other party ("Offending Party"), if at any time prior to the event(s): (a) the Offending Party commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) the Offending Party commits any act or becomes involved in any situation or occurrence which brings the Offending Party into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Terminating Party or reduces the commercial value of the Terminating Party's association with the Offending Party; or (c) information becomes public about how the Offending Party has so conducted itself as in (a) or (b) in the past; or (d) the Offending Party takes any action (other than legal action arising out of this Agreement) or makes or authorizes statements in derogation of the Terminating Party and such actions or statements become public during the term of this Agreement. Any of the acts described above will be deemed a material breach of the Agreement. The Terminating Party will not be liable for any fees due to the Offending Party after the termination date or until after the suspension has ended (as the case may be). As used in this **Section 11**, the term Offending Party includes all senior leadership of the Offending Party and all athletics staff of the Offending Party.
12. **OTHER TERMINATION EVENTS.** No party shall be in breach of this Agreement if such party is able to find a suitable replacement team to fulfill its obligations under this Agreement no more than 120 days' prior to the event. A suitable replacement shall be a team of similar stature and standing in its respective conference.
13. **PROTOCOL AND TESTING.** To the extent applicable, Visiting Team shall comply with Home Team's COVID-19 policy and all requirements of the Ohio Department of Health related to COVID-19 and other health and life safety matters, including, without limitation, all protocols related to quarantining/isolating and contact tracing. To the extent applicable, each team shall comply with COVID testing protocols established by the NCAA and/or their respective conferences, and each team is responsible for the payment of costs and expenses of their own testing.

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15. WAIVER OF RIGHTS. None of the terms or conditions herein shall in any manner be altered, amended, waiver, or abandoned, except by written agreement of the parties, and no delay by either team in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
16. GENERAL. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The person executing this Agreement on behalf of the respective parties hereby warrants that they are duly authorized and empowered by the parties to so execute.


IN WITNESS HEREOF, the parties have agreed to all terms by executing the Agreement as of the day and year above written.


FOR: MIAMI UNIVERSITY

By: 
Athletic Director or Designee

Title: Deputy AD & Chief of Staff

Date: 8/9/2022

SFS Initials: 

Facility Manager Initials: 

By: Steve Waterfield
Athletic Director or Designee

Title: Director of Athletics

Date: August 8, 2022

CU
Legal

08-05-22



Destination Basketball

2350 Sawmill Place Blvd #450

Columbus, OH 43235

This agreement made and entered into on September 19, 2022 between the authorities of Destination Basketball for the West Palm Beach Invitational and the Miami University Women's Basketball stipulates:

Section One – Description

Contract is for the 2022 West Palm Beach Invitational (December 20 – 21, 2022). This is a 2 game per team event. **Miami University Women's Basketball** is guaranteed two counting Division I games at Keiser University against West Virginia University and San Diego State University. Games are to be conducted under NCAA rules with 3 Division I NCAA officials for each game.

Section Two – Destination Basketball Invitational Responsibility

Destination Basketball will provide the following:

-Hotel Accommodations For 3 Nights

- a. Up To 15 Rooms Per Night As Needed (Singles / Doubles as Requested)
- b. Resort Fee
- c. Parking
- d. No meals are included
- e. All tournament game fees and costs
- f. Shoot Around / Practices Times Etc..

Section Three – Miami University Women's Basketball Responsibility

1. Miami University Women's Basketball is responsible for:

- a. Total Package Price Paid to Destination Basketball by 10/15/2022 of **\$9,200.00**
- b. Any costs associated with air and ground transportation
- c. All incidentals including but not limited to, phone calls, shopping, tolls, additional sightseeing.
- d. Rooming list due 60 days in advance of event sent to Bryce McKey, tournament director.

Section Four – Additional Terms

Destination Basketball will have the sole responsibility to organize tournament pairings and setting game times. Destination Basketball does not guarantee the participation of any other team. Destination Basketball will have the sole responsibility to organize referee assignments, including certified Division I referees for each contest.

Section Five – NCAA Guidelines

Miami University Women's Basketball and Destination Basketball agree to adhere to NCAA guidelines necessary in participating in two Division I counting contests.

Section Six – Due Dates

September 24, 2022	-Return signed contract
October 15, 2022	-Full balance owed of contract is due to Destination Basketball
October 16, 2022	-Provide rooming lists to Destination Basketball

Section Seven – Penalties

After signing contract, there is a \$20,000.00 cancellation fee if **Miami University Women's Basketball** would choose to cancel its participation in the West Palm Beach Invitational. This cancellation policy will not be collected if Destination Basketball cancels the tournament or an act of God causes **Miami University Women's Basketball** to cancel (or *Indevic*)

Section Eight – Entire Agreement

This agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties herto.

Please sign and return the attached / enclosed copy, which will serve as a working contract. This must be signed and returned by September 24, 2022. After this date, the above terms may no longer apply. Destination Basketball, however, does retain the right to accept any other team prior to receipt of your signed and dated contract.

University: Miami University Women's Basketball

Name:

Signature: *[Signature]*

Date: *9/19/22* *[Signature]* *9/19/2022*

Organization: Destination Basketball

Name: Bryce McKey, Tournament Director

Signature: *Bryce McKey* 

Date: September 19, 2022



**MIAMI UNIVERSITY
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 2nd day of August, 2022 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Tiffin University (hereinafter designated as the “Visiting Team”).

In consideration of the promises and mutual covenants contained herein, the parties agree to the terms as follows:

1. **EVENT.** The parties agree to have their respective **WOMEN’S BASKETBALL** teams play each other in accordance with the terms of this Agreement. The event(s) shall be held as set forth below.

DATE	LOCATION	TIME (LOCAL)
December 31, 2022	Millett Hall- Oxford, OH	TBD

2. **RULES OF THE CONTEST.** Each contest shall be governed in all respects, including the eligibility of team members, by the rules of the National Collegiate Athletic Association (NCAA), the conferences of the participating schools, and the Home Team institutional rules.
3. **OFFICIALS.** Officials shall be appointed and paid for by the Home Team and the Home Team conference, unless otherwise stipulated in this Agreement.

4. **COMPENSATION.** The Home Team agrees to pay the amount of \$2,000 to the Visiting Team within 60 days following the last date of Event, as noted above (“Event Payment”). The Event Payment and the complimentary tickets referenced in **Section 5** shall be the sole compensation due to Visiting Team for each event. The Visiting Team is not entitled to any revenue from any event day sales, including, without limitation, tickets, concessions, sponsorships, parking, program sales, etc.

5. **TICKETS.** The Home Team shall manage the event and shall be responsible for arranging and conducting the ticket sales, advertising, and other details related to such event and shall pay all expenses except the expenses of the Visiting School. The Home Team shall provide the Visiting Team with 50 complimentary reserved tickets and the right to purchase additional tickets. Any unsold purchased ticket is due back to the Home Team Athletic Ticket Office 72 hours in advance of the first event date, noted above.
6. **EXPENSES.** The Visiting Team shall be responsible for arranging and paying for all its own travel, including, but not limited to, transportation, meals, and lodging related to participation in the event, unless otherwise stated here.
7. **TERMINATION:** This Agreement may be terminated by either party in writing upon the occurrence of any of the following events:
- (a) Failure of a party to perform any of its obligations under this Agreement;
 - (b) The failure of a party, including its administrators, coaches or participants, to comply with the rules and regulations of the NCAA and such non-compliance impacts the proposed event(s).
8. **DAMAGES.** If a party terminates the Agreement for any reason other than pursuant to the grounds set forth in **Section 10, Section 11, or Section 12** of this Agreement, then the terminating party shall pay to the other party liquidated damages in the amount of \$ 10,000, unless such cancellation shall be by mutual consent in writing, in which case this Agreement shall be null and void. Furthermore, the Visiting Team shall be responsible for physical damage inflicted upon the Home Team's property, including, but not limited to locker rooms, press box areas, and competing venue physical spaces caused by the Visiting Team.
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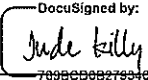
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
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FOR: MIAMI UNIVERSITY

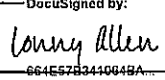
By: 
Athletic Director or Designee

Title: **Deputy AD & Chief of Staff**

Date: **8/8/2022**

SFS Initials: 

Facility Manager Initials: 

By: 
Athletic Director or Designee

Title: **VP of Athletics**

Date: **8/8/2022**