



ATHLETIC CONTRACT
Between
Austin Peay State University
and
Miami University

SPORT: Women's Basketball
SITE: Clarksville, TN
DATE ISSUED: May 30, 2023
GAME GUARANTEE: n/a

DATE: December 30, 2023
TIME: TBD
COMPLIMENTARY TICKETS: 30

- 1. This competition will be held in accordance with NCAA and ASUN regulations
2. Eligibility of all players to participate in game shall be determined by the rules and regulations of the NCAA, visiting team's athletic governing body, and conference to which each team belongs.
3. Officials shall be provided by: ASUN and Home Team
4. Forfeiture clause: The parties agree that TCA9-8-307(d) establishes that Tennessee state agencies are liable for actual damages to another party as a result of contractual breach. The parties also agree that actual damages to the other party from a cancellation of the game, which is the subject of this agreement, could exceed \$ n/a, but that the costs of disputing such losses would not be in the parties' interests, could result in net collection of less than actual damages, and would engender ill-will between the parties. As a result, the parties agree to forgo pursuit of any additional damages in favor of the commitment of the cancelling party to pay \$ n/a or actual, reasonable and documented damages, whichever is less, for cancellation, unless such cancellation was due to strike, act of God, severe weather event, war, riot, insurrection, ongoing or future epidemics or pandemics, compliance with NCAA or ASUN directives or scheduling requirements, action or decree of governmental body, or other causes beyond the reasonable control of the affected party that make it impossible or impracticable for a party to participate in the Game or otherwise perform or by mutual consent of the participating institutions.
5. Other provisions to this contract: Return game during 24-25 season @ Miami, OH on date to be determined.

Approval:
[Signature]
Head Coach Initial

Austin Peay State University
[Signature]
Director of Athletics

5/30/23
Date

Approval:
[Signature]
Head Coach Initial

Miami University
[Signature]
Director of Athletics

8/5/23
Date

Send one signed copy of contract to:
Tara Patterson
Austin Peay State University Athletics
PO Box 4515
Clarksville, TN 37044



# EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE

## COMPETITION CONTRACT - ADDENDUM

This agreement entered into this July 1, 2023 by and between Eastern Kentucky University, hereinafter designated as the HOME TEAM, and Miami (OH) University hereinafter designated as the VISITING TEAM.

### TERMS:

1. The parties agree to cause their respective teams to meet in the city of Richmond, KY, on December 6th, 2023 to engage in a game of Women's Basketball at TBA (Eastern Time).
2. 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.
3. The HOME TEAM agrees to pay the VISITING TEAM the sum of \$0 as a guarantee for playing said game.
4. The HOME TEAM shall be allowed N/A complimentary tickets and the VISITING TEAM 50 complimentary tickets.
5. Officials shall be secured by the HOME TEAM. Fees and expenses of the officials shall be paid by: Eastern Kentucky University. No split crews will be assigned.
6. 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.
7. 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).
8. **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.
9. Should the HOME TEAM alter the 2023-24 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.
10. 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.

PLEASE SIGN AND RETURN VIA EMAIL TO:

Mark Howard

Executive Associate Athletics Director

Mark.howard@eku.edu



# EASTERN KENTUCKY UNIVERSITY

ASUN CONFERENCE

## COMPETITION CONTRACT - ADDENDUM

11. **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.

**Additional Terms.** This agreement completes the two (2) game Home & Home series for both parties.

### HOME TEAM SIGNATURES

  
\_\_\_\_\_  
Director of Athletics

9/11/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Signature, if needed

\_\_\_\_\_  
Date

### VISITING TEAM SIGNATURES

  
\_\_\_\_\_  
Director of Athletics

8/24/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Signature, if needed

\_\_\_\_\_  
Date

PLEASE SIGN AND RETURN VIA EMAIL TO:  
Mark Howard  
Executive Associate Athletics Director  
Mark.howard@eku.edu



**MICHIGAN STATE UNIVERSITY**  
**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS**  
**550 S. HARRISON RD**  
**EAST LANSING, MI 48823**

**Michigan State University** and **Miami University (Ohio)** (“Opponent”) agree to the following:

**Article I:** The rules governing participation in events shall be those established by the faculties of the respective institutions, their conference and/or association, and the NCAA.

**Article II:** The above institutions agree that the contest(s) between varsity teams shall be held in accordance with the following conditions.

Men’s  Women’s  Sport BASKETBALL

Competition Day/Date(s): December 2<sup>nd</sup> or December 3<sup>rd</sup>, 2023

Time: TBD

Location: **EAST LANSING, MI 48824**

Payment Guarantee: Michigan State University will pay Opponent a **24,000.00** appearance fee upon completion of the contest(s).

Ticket Guarantee: Opponent shall receive **60** complimentary tickets.

Officials: The officials will be assigned by the **Big Ten Conference** and paid for by Michigan State University.

**Article III:** Special Arrangements Available

Athletic Trainer  Training Room  Refreshments  
 Locker Room (Bring own locks)  Towels  Practice Balls

**Article IV:** Television rights belong to the Big Ten Conference. Opponent 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) Michigan State University home contest(s) and certain contest(s) played at a neutral site have been assigned by Michigan State 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 contest(s).
- (b) Michigan State University has no ability to grant to Opponent any rights for the telecast or distribution of contest(s) played pursuant to this Agreement in which Michigan State University is the home team or of contest(s) played pursuant to this Agreement at certain neutral sites.
- (c) The Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of contest(s) played pursuant to this Agreement in which Michigan State University is the home team. Michigan State University acknowledges and agrees that Opponent shall have the exclusive right to enter into agreements with respect to the telecast or distribution of contest(s) played pursuant to this Agreement in which Opponent is the home team or of contest(s) played pursuant to this Agreement at certain neutral sites and to retain all revenues derived there from. Notwithstanding the foregoing, the

respective rights, if any, of Michigan State University and Opponent with respect to the telecast or distribution of contest(s) played pursuant to this Agreement in which Opponent is the visiting team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Opponent which separate agreement shall govern certain aspects of any contest(s) played between the member institutions of The Big Ten and Opponent, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

- (d) Use of Contest Video: Opponent shall have the right to produce films and/or videotapes of the contest(s) played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by Opponent to any person other than the incorporation of up to eight minutes (8:00) of highlights of the contest(s) as part of a weekly coaches' show and to its coaches and players. Michigan State University agrees to provide reasonable facilities for such cameras as may be reasonably required by the Opponent to produce such films and/or videotapes. Any other usage by Opponent of footage of contest(s) played pursuant to this Agreement shall be governed by a separate agreement between the BIG TEN and Opponent.

**Article V:** Radio broadcasts of the contest(s) shall be under the control of the Michigan State University, however, Opponent shall have a rights free outlet for the live radio broadcast of the contest by one (1) radio station or network situated in its home area, such station to be designated by Opponent. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.

**Article VI:** Exigencies beyond the control of either party, including, but not limited to (1) Acts of God, (2) Acts of Common Enemy, (3) civil disorder, pandemic, epidemic, or other serious public health issues, a public state of emergency or other civil unrest, (4) action by any federal, state or local governmental authority, (5) action by the NCAA or a party's conference, or (6) orders of military or public authority (each a "Force Majeure Event"), may render it impossible or highly undesirable to play the contest(s) agreed to hereunder. If a party determines that a Force Majeure Event may prevent the contest from occurring on the Competition Date the party suffering such a Force Majeure Event shall give prompt notice to the other party. If the parties agree that such Force Majeure event will prevent the contest from occurring on the Competition Date, the parties will cooperatively determine whether the contest(s) shall be cancelled or rescheduled as such exigencies may dictate. For the avoidance of doubt, Michigan State University shall have no obligation to pay Opponent the appearance fee if the contest is cancelled due to a Force Majeure event.

**Article VII:** If either party fails to comply with the terms and conditions of this contract by unilaterally canceling the agreement to play the contest(s), that party shall pay to the other the sum of **\$10,000** as liquidated damages and not a penalty. If cancellation is by mutual consent, neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this agreement, for any failure to perform any term of this agreement.

**Article VIII:** With respect to field hockey contests, video referral is used for all home games at Ralph Young Field. 6 cameras are available for video replay with zoom capability (diagram attached). Any problems or issues with the system will be relayed to opponents before competition.

**Article IX:** The visiting team for each contest covered by this Agreement hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the visiting team to promote and publicize such contest and the participating teams and institutions, provided that such trademarks and logos must not be used as an endorsement of any product or service or in connection with and political cause or candidate.

**Article X:** To the extent required by applicable COVID-19 regulations, the parties agree that the teams will participate in any COVID-19 testing protocols required by the conference, institutions, or governmental authorities.

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**Institution:** MICHIGAN STATE UNIVERSITY  
**Name:** Jennifer Smith  
**Title:** Deputy Athletic Director  
**Signature:**   
Jennifer Smith (Feb 13, 2023 11:02 EST)  
**Date:** 02/13/2023  
**Email:**  
**Address:** 1855 -4<sup>th</sup> Floor; East Lansing, MI 48824  
**Phone:**  
**Head Coach:** Suzy Merchant  
**Signature:**   
Suzy Merchant (Feb 13, 2023 16:41 EST)  
**Date:** 02/13/2023

**Institution:** Miami University (Ohio)  
**Name:** David Sayler  
**Title:** Director of Athletics  
**Signature:**   
Lisa Miller (Mar 20, 2023 10:30 EDT)  
**Date:** 03/20/2023  
**Email:** hendrid3@miamioh.edu  
**Address:** 230 Millett Hall  
**Phone:** 513-529-3113  
**Head Coach:** DeUnna Hendrix  
**Signature:**   
DeUnna Hendrix (Mar 15, 2023 16:48 EDT)  
**Date:** 03/15/2023

Please sign and return an original copy to Michigan State University at the address listed above or via email to [morgan.r@ath.msu.edu](mailto:morgan.r@ath.msu.edu)

# MSU Women's Basketball vs Miami University (OHIO) 2023-24

Final Audit Report

2023-03-20

Created:	2023-02-13
By:	Morgan LaVoie (reyno348@msu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE4RGaY6jXQQBsrmbjvCC7FjCLu3LASw3

## "MSU Women's Basketball vs Miami University (OHIO) 2023-24" History

-  Document created by Morgan LaVoie (reyno348@msu.edu)  
2023-02-13 - 9:05:34 PM GMT
-  Document emailed to selaskym@ath.msu.edu for signature  
2023-02-13 - 9:11:46 PM GMT
-  Email viewed by selaskym@ath.msu.edu  
2023-02-13 - 9:40:17 PM GMT
-  Signer selaskym@ath.msu.edu entered name at signing as Suzy Merchant  
2023-02-13 - 9:41:18 PM GMT
-  Document e-signed by Suzy Merchant (selaskym@ath.msu.edu)  
Signature Date: 2023-02-13 - 9:41:20 PM GMT - Time Source: server
-  Document emailed to smith170@ath.msu.edu for signature  
2023-02-13 - 9:41:22 PM GMT
-  Email viewed by smith170@ath.msu.edu  
2023-02-13 - 10:02:06 PM GMT
-  Signer smith170@ath.msu.edu entered name at signing as Jennifer Smith  
2023-02-13 - 10:02:31 PM GMT
-  Document e-signed by Jennifer Smith (smith170@ath.msu.edu)  
Signature Date: 2023-02-13 - 10:02:33 PM GMT - Time Source: server
-  Document emailed to DeUnna Hendrix (hendrid3@miamioh.edu) for signature  
2023-02-13 - 10:02:34 PM GMT

 Morgan LaVoie (reyno348@msu.edu) added alternate signer swoffat@miamioh.edu. The original signer DeUnna Hendrix (hendrid3@miamioh.edu) can still sign.

2023-03-01 - 8:37:55 PM GMT

 Document emailed to swoffat@miamioh.edu for signature

2023-03-01 - 8:37:55 PM GMT

 Email viewed by swoffat@miamioh.edu

2023-03-02 - 3:46:34 PM GMT

 Email viewed by swoffat@miamioh.edu

2023-03-09 - 2:45:42 PM GMT

 Document e-signed by DeUnna Hendrix (hendrid3@miamioh.edu)

Signature Date: 2023-03-15 - 8:48:49 PM GMT - Time Source: server

 Document emailed to wellspl@miamioh.edu for signature

2023-03-15 - 8:48:51 PM GMT

 Email viewed by wellspl@miamioh.edu

2023-03-16 - 1:16:55 PM GMT

 Morgan LaVoie (reyno348@msu.edu) added alternate signer mille780@miamioh.edu. The original signer wellspl@miamioh.edu can still sign.

2023-03-17 - 2:49:59 PM GMT

 Document emailed to mille780@miamioh.edu for signature

2023-03-17 - 2:49:59 PM GMT

 Email viewed by mille780@miamioh.edu

2023-03-20 - 2:17:30 PM GMT

 Signer mille780@miamioh.edu entered name at signing as Lisa Miller

2023-03-20 - 2:19:45 PM GMT

 Document e-signed by Lisa Miller (mille780@miamioh.edu)

Signature Date: 2023-03-20 - 2:19:48 PM GMT - Time Source: server

 Agreement completed.

2023-03-20 - 2:19:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



UNIVERSITY OF MICHIGAN  
ATHLETIC DEPARTMENT  
Women's Basketball Competition Agreement

THIS AGREEMENT is made and entered into as of May 15, 2023, by and between the Regents of the University of Michigan, for its Athletic Department ("Home Team"), and the Miami (Ohio) University ("Visiting Team") sets forth the terms by which the intercollegiate teams of each party shall compete against each other as detailed below.

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

**1. COMPETITION: Women's Basketball Game**

**Day: Saturday**

**Date: December 16, 2023**

**Time: TBD ET**

**Location: Ann Arbor, MI**

**Guarantee: \$26,000.**

**Other provisions: None.**

**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 athletic conference to which the team belongs, and the institutional rules of each party. The officiating crew for the game will be assigned by mutual agreement of the Coordinator of Officials from each conference. The expense of the officials will be borne by the home team.

**3. RADIO:** The radio broadcast rights of the contest shall be under control of the University of Michigan.

**4. TELEVISION BROADCAST RIGHTS:** Visiting Team 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) Michigan home games and certain games played at a neutral site have been assigned by Michigan 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) Michigan has no ability to grant to Visiting Team any rights for the telecast or distribution of games played pursuant to this Agreement in which Michigan is the home team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Michigan is the home team.

**5. USE OF GAME VIDEO:** The Visiting Team shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by 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. Michigan 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 Agreement shall be governed by a separate agreement between the BIG TEN and Visiting Team.

**Please keep one (1) copy and return one (1) signed original to:**

The University of Michigan  
Attn: Sue Lesowyk, Athletic Department  
1000 S State Street Ann Arbor, MI 48104  
Email: [lesowyks@umich.edu](mailto:lesowyks@umich.edu)

6. **CANCELLATION:** The parties agree that if either party fails to appear at or unilaterally cancels the scheduled game or otherwise breaches the terms of this Agreement (collectively, "cancels"), actual damages to the other party will be difficult or impossible to calculate. Therefore, the parties agree that if either party cancels the game, the party initiating cancellation shall pay to the other party a cancellation fee of \$10,000.00 if the game is canceled more than six months prior to the date of the scheduled game and \$20,000.00 if the game is canceled within six months of the scheduled game. The Visiting Team will not be entitled to the Guarantee indicated above in the event of any such cancellation. No cancellation fee shall be paid if the parties mutually agree in writing to cancel the scheduled game or if the game is canceled pursuant to the Force Majeure provision below.

7. **COVID TESTING:** In the event that the NCAA and/or Big Ten Conference require any COVID team testing in the 2023-2024 competition year, the Visiting Team shall meet such testing requirements at its sole cost and expense prior to the game to be played under this Agreement, and shall make the results available to Michigan's medical personnel as required by the NCAA and/or Big Ten Conference rules or policies as then in effect.

8. **FORCE MAJEURE:** This Agreement may be canceled with no compensation, cancellation fee or other financial penalty to be paid to either party in the event it becomes impossible to play the scheduled game because of inclement weather; an act of God; strike, lockout, or other labor dispute; power outages, a pandemic or epidemic event, quarantine, travel restrictions imposed on either party, any decision, order, law, rule or regulation or restriction of any conference to which a party belongs or of the National Collegiate Athletic Association, or any federal, state, or municipal agency of official; or the occurrence of any other event that is beyond the reasonable control of a party. In the event that a cancellation is necessary under the terms of this paragraph, the party seeking cancellation shall promptly notify the other party and will use commercially reasonable efforts to minimize the impact of the force majeure event, if possible, on the non-canceling party.

9. **MISCELLANEOUS:** The rights or responsibilities under this Agreement cannot be assigned or transferred by either party.

Should any provision of this Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in writing signed by both parties.

IN WITNESS HEREOF, the parties have set their hands effective as of the day and year first above written.

FOR: University of Michigan

BY:

  
Kim Barnes Arico, Head Coach

5/15/23

Date

FOR: Miami (Ohio) University

BY:

  
Head Coach

5/23/23

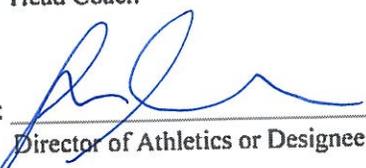
Date

BY:

Elizabeth Heinrich  
Executive Senior Associate AD and Chief Student  
Development and Compliance Officer and SWA

Date

BY:

  
Director of Athletics or Designee

6/23/23

Date

Please keep one (1) copy and return one (1) signed original to:

The University of Michigan  
Attn: Sue Lesowyk, Athletic Department  
1000 S State Street Ann Arbor, MI 48104  
Email: [lesowyks@umich.edu](mailto:lesowyks@umich.edu)



# OAKLAND UNIVERSITY GOLDEN GRIZZLIES™

569 Pioneer Drive, 201 Recreation and Athletics Center, Rochester, MI 48309-4482 | Email: athletics@oakland.edu | goldengrizzlies.com  
Main Office: (248) 370-3190 | Ticket Office: (248) 370-4000 | Fax: (248) 370-4056

**ARTICLE VI:** Either party failing to comply with the conditions of this contract, either by cancellation or failure to appear, shall forfeit money as liquidated damages in the amount of \$ 25,000 unless such cancellation shall be by mutual consent, in which case this agreement shall be null and void.

**ARTICLE VII:** In the event that the contest is prevented because of an act of God or other Force Majeure event including, but not limited to, accident, fire, explosion, hurricane, flood, blackout, strike, riot or commotion, war, order or action of the NCAA or any court or governmental authority, then this agreement shall terminate and the parties shall be relieved of all obligations and liability to the other.

**ARTICLE VIII:** Any payment required by this agreement shall be made within 90 days of the date of the contest was to take place. If a party is forced to enforce collection of any payments, then the non-breaching party shall be entitled to all expenses incurred in collection including reasonable attorney fees and expenses.

**Approved:**

Oakland University Athletics

Miami University

Head Coach: Jeff Tungate  
Signature: Jeff Tungate  
Date: 6/6/2023

Head Coach: Glenn Box  
Signature: [Signature]  
Date: 7/14/2023  
DocuSigned by: D791FA6BA38A444...

Athletic Director: Steve Waterfield  
Signature: Steve Waterfield  
Date: 6/6/2023

Athletic Director: David Saylor  
Signature: [Signature]  
Date: 7/14/2023  
DocuSigned by: Lisa Miller 2012A7A4BF7BF47A...

Please sign and return one copy to Jennifer Swiatowy, Assistant Athletic Director for Administration at [swiatowy@oakland.edu](mailto:swiatowy@oakland.edu).



**Article of Agreement  
With  
Miami University (Ohio)**

**Sport:** Women's Basketball  
**Date:** Monday, November 6, 2023  
**Time:** 5:00 PM  
**Place:** Patrick Gymnasium  
**Officials:** Assigned by America East Conference  
**Complimentary Tickets:** Visiting Team will receive 40 complimentary tickets.  
**Cancellation Terms:** In the event this contract is breached between the time this contract is signed and one calendar year from the event described, the breaching institution shall pay the other institution \$5,000.00. In the event this contract is breached within a calendar year of the event described, the breaching institution shall pay the other institution \$10,000.00. Neither party shall be considered in default of the Agreement for failure of its team to appear and participate in the above game for reasons due to global epidemics or pandemics, acts of God, national disaster, national emergency, labor disputes, or orders of a state or federal court or authority, or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which either party is affiliated, or other similar events beyond the control of either party. Should such a situation arise, the parties will work in good faith to find an alternate game date.

**Date of Agreement:** Fri Jun 30 2023

**Accepted by the University of Vermont**

*Alex Blanchard*

**Name:** Alex Blanchard  
**Title:** Assistant AD  
**Date:** Fri Jun 30 2023  
**Phone:** 802-656-7698  
**Email:** Alex.Blanchard@uvm.edu

Head Coach Information

**Name:** Alisa Kresge  
**Email:** Alisa.Kresge@uvm.edu  
**Phone:** 802-656-7682

Home Internal Approvals

*Will Lanier*, Asst Coach, Fri Jun 30 2023

**Accepted by Miami University (Ohio)**

*Lisa Miller*

**Name:** Lisa Miller  
**Title:** Sr. Associate Athletic Director  
**Date:** Tue Jul 11 2023  
**Phone:** 513-529-3113  
**Email:** mille780@miamioh.edu

Head Coach Information

**Name:** Glenn Box  
**Email:** boxge@miamioh.edu  
**Phone:** 616-308-2998

**Please electronically sign and return through [PerfectRecordSoftware.com](https://www.perfectrecordsoftware.com)**



**MIAMI UNIVERSITY  
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 21<sup>st</sup> day of June, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and University of Dayton (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)
12/9/23	oxford, OH	1:00 pm

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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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: <sup>DocuSigned by:</sup>  
*Lisa Miller*  
2D7A7A44BF78F47A...  
Athletic Director or Designee

Title: Sr. Associate AD - Internal Operations

Date: 7/11/2023

SFS Initials: <sup>DS</sup>  
*PJ*

Facility Manager Initials: <sup>DS</sup>  
*BC*

By: <sup>DocuSigned by:</sup>  
*Angie Petronic*  
87264734743B4D9...  
Athletic Director or Designee

Title: Senior Associate AD/SWA

Date: 7/10/2023



**MIAMI UNIVERSITY  
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 21<sup>st</sup> day of June, 2023 by and between Miami University Intercollegiate Athletics (hereinafter designated as the “Home Team”), and Western Kentucky 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)
11/18/23	oxford, OH	1:00 pm

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 .

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

FOR: MIAMI UNIVERSITY

By: <sup>DocuSigned by:</sup>  
*Lisa Miller*  
2D7A7A48BF78F47A...  
Athletic Director or Designee

By: <sup>DocuSigned by:</sup>  
*Gina Stoll*  
9D9DF83F15F14418...  
Athletic Director or Designee

Title: Sr. Associate AD - Internal Operations

Title: Sr. Associate AD/SWA

Date: 7/5/2023

Date: 7/3/2023

SFS Initials: <sup>DS</sup>  
*PJ*

Facility Manager Initials: <sup>DS</sup>  
*BC*



**MIAMI UNIVERSITY  
INTERCOLLEGIATE ATHLETICS – EVENT CONTRACT**

This Intercollegiate Athletics – Event Contract (this “Agreement”) is made and entered into as of the 21<sup>st</sup> day of June, 2020 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)
11/27/23	oxford, OH	7:00 pm

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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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.

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

FOR: MIAMI UNIVERSITY

By: <sup>DocuSigned by:</sup>  
*Lisa Miller*  
2D7A7A44BF78F47A...  
Athletic Director or Designee

Title: Sr. Associate AD - Internal Operations

Date: 7/5/2023

SFS Initials: <sup>DS</sup>  
*PJ*

Facility Manager Initials: <sup>DS</sup>  
*BC*

By: <sup>DocuSigned by:</sup>  
*Susan Cross Lipnickey*  
4CG80680F3554A0...  
Athletic Director or Designee

Title: Sr. Associate AD/SWA

Date: 6/30/2023