

CAMPUS RETAIL STORE/ATHLETICS AGREEMENT

THIS AGREEMENT is between the Miami University Campus Retail Store and Miami University Athletics and is made with respect to the following items:

A. Miami University Campus Retail Store is engaged in the business of selling Miami clothing, accessories and related products. The Campus Retail Store intends to sell the products to individual customers at the locations designated by Miami Athletics during athletic events.

B. Miami Athletics will allow the Campus Store exclusive rights for retail sales at Yager Stadium, Millett Hall and any Miami Athletics venue other than Goggin. The Campus Store will assume all costs affiliated with the set up and the breakdown at each location. These locations include the surrounding parking areas and the designated tailgate areas.

1. Both parties agree to a Right of First Refusal Clause: Miami University Campus Store shall have first rights to sell a product, but if the University Campus Store declines, then the product is open for other vendors to sell at the discretion of Miami Athletics.

2. Both parties must agree on presence, space and design of all retail locations. Locations will be properly maintained by Athletics upholding all building, electrical, and other essential codes as required, providing adequate data and electric usage and storage facilities required to conduct transactional business.

3. The Campus Store shall reimburse the Athletic department for full cost of repair or replacement of any equipment or facility, which is damaged, destroyed or stolen by store staff. Athletics shall use its reasonable judgment in determining whether damaged equipment or facility shall be replaced or repaired.

4. Athletics will be responsible for all facility and property damage repairs or replacement costs incurred from patrons, athletic staff, other university personnel, or contracted personnel doing business within the athletic venues. The Campus Store will provide regular checks and immediately report any facility or property damage not previously notated to Athletics for review and repair or replacement.

C. Miami University Bookstore and Athletic Department agree to exchange marketing ideas and plans. Both parties agree to monthly meetings with the purpose of sharing marketing plans and collaborating on specified promotions. Both parties agree to provide advertising support, special promotional events and marketing analysis including surveys and data.

1. The Campus Store agrees to provide a special discount to season ticket holders to enhance the value derived from the purchase of season tickets.

2. Distribution of athletic materials for fans can be located in the retail spaces and Campus Store staff will maintain, hand out, and facilitate guest interactions pertaining to these handouts during athletic events.

Product Guarantees:

A. The game day Adidas Tent shall have a minimum of 75% Adidas product and shall have no products who are direct competitors of adidas i.e. Nike, Under Armour. (Active Wear Apparel)

B. The Hawk Shop shall have a minimum of 50% Adidas products.

Commissions and Program Support:

Miami Athletics shall receive payment from the University Campus Store on product sold at the designated locations as described. (Does not Include Graduation Sales) The Campus Store shall provide monthly sales reports to the Miami Athletic Business Office. Payments are due November 30th and June 30th.

1. 12% commission fee for the first \$40,000 of net sales.
2. 18% commission fee for any net sales in excess of \$40,000.

Locations:

1. Yager Stadium (Football Home Contest) – Hawk Shop and Retail Game Tent Away from Scoreboard
2. Millett Hall (Basketball & Volleyball Home Contest) – Concourse or Courtside
3. Hayden Park (Baseball)
4. Surrounding Parking Lots
5. Designated Tailgate Areas
6. Other Miami Athletic Facilities: to be determined and agreed to by both parties
 - Off-site, Home games. ICA agrees to provide required resources and credentials, allowing access for retail staff to sell at agreed upon off-site locations in return for inclusion of a commission on net sales at the identified and agreed upon locations.

This Agreement is effective for the time period of July 1, 2018 through June 1, 2021.



Points of Contact:

The liaisons are as follows:

- a. ICA – Marketing & Promotions – Lindsay Sparks
- b. ICA –Licensing, Facilities, Contract – Darrell Hallberg
- c. Miami University Retail – Jess Young
- d. Miami University Retail – Nicole Byrd

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Miami University Athletics	Miami University Retail
 Signature	 Signature
JOHN DARRELL HALLBERG Printed Name	Jess Young Printed Name
ASST. ATHLETIC DIRECTOR, EQUIPMENT OPS Title	Director of Retail & Marketing Title
AUG 28 th 2018 Date	AUG. 22, 2018 Date