



**Atlantic Coast Conference
FOOTBALL COMPETITION AGREEMENT**

This Agreement is entered into this 1 day of April, 2019, by and between University of Miami (hereinafter HOME) and University of South Florida Board of Trustees (hereinafter AWAY).

- PURPOSE/COMMITTED GAMES:** The purpose of this Agreement is to confirm the arrangements and conditions under which HOME and AWAY will compete in a game of intercollegiate football ("Game") to be played on the following date(s) and at the following location(s):

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>LOCATION (City)</u>	<u>GAME TIME</u>
1	9/13/25	HOME	Miami Gardens, FL	TBD
2	9/4/27	Away	Tampa, FL	TBD
3	9/9/28	Home	Miami Gardens, FL	TBD

Both schools acknowledge that the date(s) and game time(s) listed above are tentative and subject to change pending the mutual written agreement of the participating institutions. If a game time is not specified, the game time will be decided by the Host Institution, but shall be no earlier than 12:00 p.m. and no later than 8:15 p.m. local time unless mutually agreed.

- GAME RULES / STUDENT-ATHLETE ELIGIBILITY:** The Games shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the rules of the applicable host conference (if any) in effect on the date of the Game. The eligibility of student-athletes and coaches to participate in the Game(s) shall be determined by the rules of the NCAA, applicable conference(s) (if any) and the respective institutions in effect on the date of each Game.
- GAME OFFICIALS:** A crew of qualified on-field officials shall be selected and compensated by the assigning agency of the HOME Institution for the Game. The replay officiating crew, operating in accordance with NCAA and College Football Officiating (CFO) standards, shall be selected and compensated by the assigning agency of the HOME Institution for the Game.
- GUARANTEE PAYMENT:** In consideration for its participation in the above described football Game(s), the Host Institution shall pay the Visiting Institution as follows:

<u>GAME #</u>	<u>DATE</u>	<u>HOST INSTITUTION</u>	<u>GUARANTEE AMOUNT</u>
1	9/13/25	HOME	None
2	9/4/27	Away	None
3	9/9/28	Home	\$1,150,000

The Host Institution shall pay to the Visiting Institution the full amount of the guarantee which is due no later than February 15 of the year following the Game for which the guarantee was provided. Any amount not paid by the due date shall immediately bear interest at the maximum amount as permitted by state law of the governing jurisdiction.

- LIQUIDATED DAMAGES:** The failure of a party to participate in any of the Games will constitute a material breach of the Agreement that will cause the other party significant disruption and damages. Therefore, the breaching party shall pay to the non-breaching party as liquidated damages:
 - The sum of \$3,000,000 for cancelation of the 9/13/25 game;
 - The sum of \$3,000,000 for cancelation of the 9/4/27 game; and
 - The sum of \$3,000,000 for cancelation of the 9/9/28 game.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of any of the Games due to breach. The sum shall be payable on or before February 15 of the year following the canceled Game.

2.

Payment of liquidated damages as set forth above will be the sole remedy for damages incurred because of cancellation of the Game due to breach. No liquidated damages shall be paid if it becomes impossible to play the game by reason of force majeure (see provision 13). The sum shall be payable on or before February 15 of the year following the Game for which the breach occurred.

Notwithstanding any other provisions of this Agreement, if either party is prohibited from appearing on television by the NCAA or the governing conference of either team (if applicable), and such prohibition applies to a Game, then the liquidated damages provision of this paragraph shall not apply, and either party shall have the right to cancel that affected Game and the non-sanctioned party shall have the right to file a claim, if necessary, to recover its actual (but not consequential) damages arising out of the failure or inability of the sanctioned party to fulfill its contractual obligations hereunder.

3. TICKETING:

- A. The Host Institution will establish all ticket prices.
- B. The Visiting Institution shall be allotted 2,000 complimentary tickets, with the option to request an additional 500.
- C. Unused / unsold tickets may be returned to the Host Institution 30 days prior to the Game date.
- D. The Visiting Institution's Cheerleaders and Mascot(s) shall be admitted to the Game without charge when in uniform.

4. GAME MANAGEMENT:

- A. The Host Institution shall be responsible for managing the Game at its own cost. This shall include but not be limited to the procurement of the facility, arranging for and conducting ticket sales, advertising, security, and all of the other details customarily associated with hosting a intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of the Visiting Institution. The Host Institution agrees to have a medical doctor and ambulance with emergency personnel at the game site throughout the duration of the football game.
- B. The Host Institution shall retain all revenue associated with each Game unless otherwise set forth in this Agreement.
- C. The Visiting Institution shall be furnished 70 free game programs, to be delivered to its dressing room at least one (1) hour before game time.

5. WALK-THROUGH: If requested by the Visiting Institution, not later than 7 days prior to the game, the Home Institution will make its best efforts to accommodate the Visiting Institution's request to conduct a walk-through at the game facility on the day prior to the game. It is understood that such an opportunity is contingent upon weather and field conditions. Non-cleated shoes shall be worn.

6. SIDELINE LIMITATIONS: The Visiting Institution may use any and all product and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan or identifying marks in a safe and responsible manner. In addition, Game personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or equipment to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

7. CREDENTIALS: The Visiting Institution shall be provided 60 team bench area passes, 8 all-access passes, 12 coaches' booth passes and 6 team/coaches video passes. Bench passes must be worn at all times by those holding such passes and shall be restricted to the team bench area (between the 25-yard lines). Additional credential requests shall be subject to mutual agreement, availability and facility constraints. The Visiting Institution shall use its best efforts to provide a list of all credentialed workers and personnel to the Home Institution at least 7 days prior to the Game

8. **PARKING:** The Visiting Team shall be allowed parking passes for 1 equipment truck(s), 4 buses, and 8 automobiles for use by the football program and administration.
9. **MEDIA RIGHTS- TELECAST, RADIO, INTERNET:**
- A. **Telecast:** Each of the undersigned parties understand and hereby acknowledges that the Host Institution has entered into, or may enter into, contractual arrangements with a broadcast partner(s) for the sale of telecast rights or for a syndicated series of games for national or regional telecast. The Host Institution shall have the exclusive right to contract for the live broadcast of the Game played pursuant to this Agreement. "Telecast" is defined as any distribution, transmission, display, exhibition, projection, duplication, performing of licensing of audiovisual works by which audio and visual material are combined in any media or technology now known or hereafter created (whether analog, digital or other means) capable of simultaneous receipt by consumers, including, without limitation, over-the-air terrestrial broadcast, cable, MMDS, satellite, high-definition, subscription broadcast (STV), pay-per-view, video-on-demand, enhanced or interactive television, whether on a free subscription or pay basis, including the re-transmission of any such works. "Telecast Rights" are defined as all rights to distribute, transmit, display, project, duplicate, perform, create derivative works of, or license visual or audiovisual material in any and all media and means of distribution whatsoever, whether now existing or developed in the future, including all Telecast media whatsoever (including, for the sake of clarity and not limitation, terrestrial broadcast, cable, satellite, high-definition, pay-per-view and video-on-demand), the internet and any other form of computer distribution, all forms of enhanced television or interactive media, home video, DCD, distribution to mobile platforms (including, without limitation, PDAs and mobile telephones) and all other forms of new media. The Visiting Institution is responsible for ensuring that their affiliated conference and/or network partner (or other applicable governing entity) understands and agrees to the media terms and conditions set forth in this Agreement. The Host Institution shall retain all telecast rights fees for the game.
 - B. **Video:** Each party shall have the right to produce films and/or video of the Game 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 video may not be replayed, used or otherwise distributed by the Visiting Institution to any person other than the incorporation of up to eight (8) minutes of highlights of the game as part of a weekly coaches' show and to its coaches and players.
 - C. **Radio:** The Host Institution shall retain full control of radio rights, except that the Visiting Institution shall be permitted to provide or sell a radio broadcast or broadcast rights of the Game to its own flagship station and/or normal recurring radio network. There shall be no sharing of radio revenue between schools.
 - D. **Internet:** The Host Institution has the exclusive right to distribute an audio and/or video internet broadcast of the Game. Accordingly, the Visiting Institution may not distribute an audio and/or video internet broadcast of the Game without the express written permission of the Host Institution.
 - E. **Facility Access:** The Host Institution agrees to provide reasonable facilities for the origination of any of the programs described herein.
 - F. **Additional Use:** Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the Visiting Institution and the applicable affiliated conference (or governing entity) and/or broadcast partners.
10. **FORCE MAJEURE:** This contract shall be void with respect to any of the games in the event that it becomes impossible to play such game(s) by reason of an unforeseen catastrophe or disaster such as fire, flood, earthquake, war, confiscation, by order of government, military or public authority or prohibitory or injunctive orders of any competent judicial or other government authority. Notice of such catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent games covered by this contract. Any games not played as scheduled shall be rescheduled as such exigencies may dictate or permit.

11. **SEVERANCE:** If any portion of this Agreement is declared null, void, invalid, or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not stricken shall remain in full force and effect and shall be binding upon the parties.
12. **INTEGRATION:** This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by both parties.
13. **ASSIGNMENT:** This Agreement may not be assigned by either party without the written consent of the non-assigning party.
14. **TERMINATION:** This contract may be terminated without penalty by mutual written consent of both parties.
15. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other, from and against all claims, demands, costs (including attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of the that party, or its employees, agents and assigns. AWAY is a sovereign self-insured public body corporate of the State of Florida and is afforded limited sovereign immunity by law. As such, AWAY's indemnity obligations and total liability shall be strictly limited to the limits set forth in Section 768.28, Florida Statutes.
16. **AUTHORITY TO SIGN:** By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and their respective officers, trustees, employees, agents, servants, affiliates and successors.
17. **GOVERNING LAW:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida, regardless of its place of execution.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the respective dates set forth.

INSTITUTION:

By: *Blake James*
 Name: Blake James
 Title: Director of Athletics
 Date: 5/10/19

INSTITUTION:

By: *Michael S. Kelly*
 Name: Michael S. Kelly
 Title: VP of Athletics
 Date: 5/3/19