

## FOOTBALL CONTRACT

THIS AGREEMENT is between The Ohio State University ("OSU") and Bowling Green State University ("Visiting Team").

WHEREAS, OSU and the Visiting Team desire to provide for the participation between the parties' varsity football teams in a game of football.

NOW, THEREFORE, In consideration of the foregoing, OSU and the Visiting Team agree as follows:

1. The varsity football teams representing OSU and the Visiting Team shall participate in a game of football at OSU, Columbus, Ohio on September 5, 2020 at a time to be determined by OSU, in conjunction with agreements with the Big Ten Conference and its television partners concerning the broadcast of the football game.
2. The football game, including the eligibility of the participating players, shall be governed by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the Big Ten Conference, the Visiting Team's conference and the institutional rules of OSU and the Visiting Team.
3. OSU agrees to pay the Visiting Team \$1,200,000.00 for participation in the game no later than February 28th of the year following the game.
4. The officials that shall be in charge of officiating the football game shall be appointed by the Big Ten Conference and their expenses shall be paid by OSU.
5. OSU will make 4,000 tickets available for purchase by the Visiting Team (which includes tickets for the Visiting Team's band should such band travel to the football game). The Visiting Team shall return to OSU all unsold tickets no later than four (4) weeks prior to the scheduled game date. Payment for all tickets used by the Visiting Team and all unsold tickets not returned to OSU will be deducted from the amount that OSU agreed to pay the Visiting Team.
6. Upon approval of the OSU, which will not be unreasonably withheld, the Visiting Team's cheerleaders and pompom squad members (which combined, shall not exceed twenty-five (25)) who are dressed in uniforms shall be admitted to the game at no cost and shall be permitted to perform under the rules and regulations of the OSU. A request by the Visiting Team for its band (no more than 300) to perform shall be made no later than July 1 of the year in which the game will be played. The Visiting Team's band will perform under the rules and regulations of OSU. Visiting Team band members shall not be admitted to the game at no cost. The band's ticket needs shall be included with the Visiting Team's ticket allotment set forth in paragraph 5 above.
7. The Visiting Team shall be allowed sixty (60) sideline passes at no charge. Sideline passes are for use by coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team bench area during the game

and to the field during pre-game and halftime. Visiting Team sideline passes cannot be used for admission to the stadium or to the press box.

8. OSU shall have the exclusive right to sell programs and operate concessions and parking. All income from program sales, concessions and parking shall be the sole property of OSU.
9. OSU shall have a medical doctor and an ambulance at the game site throughout the period of the football game.
10. 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) OSU home football games and certain games played at a neutral site have been assigned by OSU 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) OSU has no ability to grant to Visiting Team any rights for the telecast or distribution of games played pursuant to this Agreement in which OSU is the home football 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 OSU is the home team. OSU acknowledges and agrees that Visiting Team shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games played pursuant to this Agreement in which Visiting Team is the home football team or of games played pursuant to this Agreement at certain neutral sites and to retain all revenues derived therefrom. Notwithstanding the foregoing, the respective rights, if any, of OSU and Visiting Team with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting football team (and the revenues derived therefrom) shall be governed by a separate agreement between the Big Ten and Visiting Team which separate agreement shall govern certain aspects of any football games played between the member institutions of the Big Ten and Visiting Team, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.
11. OSU shall control the radio broadcast of the game and shall retain the revenue from all radio rights to broadcast the game. Notwithstanding the above, the Visiting Team will be provided one (1) rights-free radio outlet for the live radio broadcast of the game by the Visiting Team's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. The Visiting Team shall be responsible for ordering and paying for telephone and broadcast lines incidental to such radio broadcast. OSU shall not be required to make any alteration to existing facilities for purposes of this Agreement. Every effort will be made to accommodate the student radio station that is originating the game. There will be no charge for this broadcast. Visiting Team is limited to one student radio station organization.
12. Each 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 football team coaches and players. OSU 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. Each team may retain all income that it may receive from such opportunities.

13. If it becomes impossible to play the football game for reasons of power failure, strikes, severe weather conditions, riots, war, or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by either OSU or the Visiting Team, the football game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to subsequent games, if any, covered by this Agreement.
14. If the Visiting Team's football team for any reason other than those stated in paragraph 13 above, fails to appear at the time and place scheduled herein for the football game or if the Visiting Team informs OSU that it intends to breach the contract and not appear for the game, and if no contest with a Football Bowl Subdivision ("FBS") team is scheduled by OSU to replace the one cancelled because of the Visiting Team's breach, then the Visiting Team shall be deemed to have breached the Agreement and shall pay to OSU:
  - (1) expenses incurred by OSU, if any, in preparing for the football game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
  - (2) a liquidated damages amount of One Million Dollars (\$1,000,000.00). The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for OSU's loss of revenue, and shall not be viewed as a penalty. Payment must be made by the Visiting Team to OSU no later than February 28th of the calendar year following the scheduled date of the football game.
15. If OSU's football team for any reason other than those stated in paragraph 13 above, fails to appear at the time and place scheduled herein for the football game or if OSU informs the Visiting Team that OSU intends to breach this Agreement and not appear for the game, and if no contest with a team of similar stature and with a payment to the Visiting Team equal to or greater than the payment to the Visiting Team in this Agreement is scheduled by the Visiting Team to replace the one cancelled because of OSU's breach, then OSU shall be deemed to have breached the Agreement and shall pay to the Visiting Team:
  - (1) expenses incurred by the Visiting Team, if any, in preparing for the football game. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach; and
  - (2) a liquidated damages amount which represents the difference between \$1,200,000.00 and the amount the Visiting Team receives for the game scheduled to replace this OSU/Visiting Team game (the Visiting Team recognizes its legal obligation to mitigate its damages in the event of OSU's breach). The Visiting Team shall present to OSU proof of the amount of the Visiting Team's guarantee

for such replacement game. The parties agree that it is difficult to predict attendance and revenues for any event, so that this sum will represent liquidated damages for the Visiting Team's loss of revenue, and shall not be viewed as a penalty. Payment must be made by OSU to the Visiting Team no later than February 28th of the calendar year following the scheduled date of the football game.

16. Each party shall be solely responsible for payment of any assessments due its own conference or any other governing body.
17. The Visiting Team recognizes that OSU has exclusive agreements with certain corporate sponsors which may prevent the Visiting Team from bringing certain products or items into OSU's football stadium. The Visiting Team agrees to consult with OSU before the football game to ensure that the Visiting Team does not bring products or items (excluding team apparel or shoes) into OSU's football stadium that violate OSU's corporate sponsor agreements. If the Visiting Team brings products or items into OSU's football stadium that violate OSU's corporate sponsor agreements, then OSU shall provide to the Visiting Team acceptable items or products (including, but not limited to, water coolers, cups and towels).
18. Any notice required under this Agreement to be given by either OSU or the Visiting Team to the other shall be in writing, postage prepaid, addressed to the following addresses:

If to OSU:                      Director of Athletics  
The Ohio State University  
Fawcett Center, 10<sup>th</sup> Floor  
2400 Olentangy River Rd.  
Columbus, OH 43210

If to the Visiting Team:      Director of Athletics  
Bowling Green State University Athletic Department  
Sebo Athletic Center  
1610 Stadium Drive  
Bowling Green, OH 43403


19. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected.
20. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement and the term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.



21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.
22. Visiting Team warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. Visiting Team further agrees that if this warranty is deemed to be false, this Agreement shall be void ab initio as between the parties and Visiting Team shall immediately repay to OSU any funds paid under this Agreement, or an action for recovery may be immediately commenced by OSU for the recovery of said funds.
23. By Visiting Team's execution of this Agreement, Visiting Team hereby certifies to OSU that all applicable parties listed in Division (I)(3) or (J)(3), as applicable, of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1), as applicable, of Ohio Revised Code Section 3517.13.
24. This Agreement is the whole agreement between the two parties. Any additions or modifications must be in writing and must be signed by both parties. This Agreement shall be binding only insofar as it is not in conflict with existing or future legislation by state legislatures or the governing bodies of OSU or the Visiting Team.
25. The persons executing this agreement on behalf of their respective institutions warrant that they are duly authorized to do so.

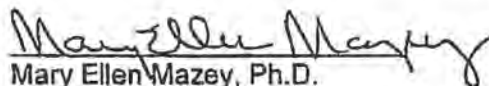
**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day, month and year written below.

THE OHIO STATE UNIVERSITY  
BY:

  
Geoffrey S. Chatas  
Senior Vice President for  
Business and Finance and CFO

7/15/16  
Date

Bowling Green State University  
BY:

  
Mary Ellen Mazey, Ph.D.  
University President

7/1/16  
Date