

SINGLE GAME FOOTBALL CONTRACT

This agreement, entered into this August 25, 2011 by and between the Regents of the University of Michigan, a constitutional corporation on behalf of the Athletic Department (hereinafter referred to as "HOME TEAM"), and Appalachian State University (hereinafter referred to as "VISITING TEAM")

1. The varsity football team for the Institutions shall play each other in Ann Arbor, Michigan on August 30, 2014 at a time to be determined (the "Game").
2. Officials for this game shall be appointed by the Big Ten Conference.
3. The Visiting Team agrees to use the Big Ten instant replay system.
4. All costs of conducting and promoting the game shall be borne by the Home Team. The Visiting Team shall be responsible for its own travel expenses.
5. The Home Team shall pay the Visiting Team a Guarantee Amount as described below for the game on or before February 1 following the game. All other revenue generated, including gate revenue, shall be retained by the Home Team. The Guarantee Amount shall be \$850,000 unless the Visiting Team attains Division 1-"Football Bowl Subdivision" status prior to the Game, in which case the Guarantee Amount shall be \$1,000,000.
6. All title and interest in the Home Team's television rights have been legally assigned to the Big Ten Conference. The Visiting Team acknowledges that the television rights to Home Team's football games have been assigned to the Big Ten Conference, Inc, and that Home Team has no television usage rights to assign, sell, license or otherwise transfer with regard to its football games. All communications and approvals necessary with regard to Home Team's television rights will be provided by, or received in writing from, appropriate officials in the Big Ten Conference, Inc.
7. The Visiting Team shall designate not more than two (2) official radio stations to broadcast the game. Those official stations shall be assigned a radio booth at the Home Team's stadium and no charges or fees will be assigned for the broadcast of the game via radio or the internet by the Visiting Team or its official stations. Nor shall any charges or fees be assessed any station taking a feed from Visiting Team's official stations. An unsponsored broadcast by the Visiting Team's university station shall be permitted without charge or rights fees. In no event shall the official stations display any logos, banners or advertisements inside Michigan Stadium.
8. The Home Team grants permission without payment of any fees for the Visiting Team to video tape or film the game. The Visiting Team may use the tapes or films, as well as the audio recording under paragraph 6, for delayed showing for coaches shows, on its sponsored internet website and any other institutional purpose as long as such use does not violate the applicable Big Ten Conference television contract. All costs involved in producing the video shall be the responsibility of the Visiting Team. Placement and coordination of the cameras will be subject to the rules, regulations and control of the Sports Information Office of the Home Team. In no event shall the Visiting Team interfere with the filming of the game by the television network camera crew or the Home Team.
9. The game shall be managed and conducted by the Home Team.
10. The Visiting Team shall have the option to purchase up to 3,000 game tickets at the single game ticket price established by the Home Team. The Visiting Team shall advise the Home Team's ticket office of its ticket allotment no later than July 15, 2014. No more than one hundred (100) tickets shall be returned later than forty-eight (48) hours prior to game time. In addition, no more than fifty (50) tickets shall be returned on the day of the game. The Visiting Team shall be provided forty (40) sideline passes for the game. Band, cheerleaders, and mascot shall be admitted free of charge, but shall not count against the 3,000 tickets.


11. If the Visiting Team fails to appear at the scheduled game, the Visiting Team shall pay to the Home Team a cancellation fee of \$1,000,000 within 60 days after the scheduled game date. The Visiting Team will not be entitled to receive the amount set forth in paragraph 5. If the Home Team fails to host the Visiting Team on the scheduled date, the Home Team shall pay to the Visiting Team a cancellation fee of \$1,000,000 within 60 days after the scheduled game date. No cancellation fee shall be paid if the parties mutually agree in writing to cancel the scheduled game.
12. The contract shall be void and no compensation shall 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; any decision, order, law, rule or regulation of the National Collegiate Athletic Association; or any other federal, state or municipal agency or official; or the occurrence of any other event that is beyond the reasonable control of a party.
13. Each Party hereby grants to the other Party and the other Party hereby accepts, a non exclusive royalty free license to use each other's trademarks, without cost, solely in connection with the advertisement and promotion of the Game, including for purposes related to the sale of licensed apparel products in connection with the game. The Parties agree that trademark usage must be approved by the trademark owner in its sole discretion prior to any usage. Therefore, requests for approval of related artwork and usage from the other Party will be made with at least ten (10) business days notice.
14. The rights and responsibilities under this Agreement cannot be assigned or transferred to another party.
15. Should any provision of the Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of the Agreement will remain in full force and effect.
16. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supercedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in writing signed by both parties.

THE UNIVERSITY OF MICHIGAN



David A. Brandon
Director of Athletics

Appalachian State University

By: 

Charlie Cobb
Director of Athletics

9/2/11

SINGLE GAME FOOTBALL CONTRACT

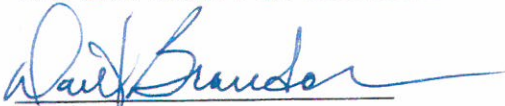
This agreement, entered into this November 30, 2011 by and between the Regents of the University of Michigan, a constitutional corporation, on behalf of its Athletic Department (hereinafter referred to as "HOME TEAM"), and Miami University, Oxford, OH (hereinafter referred to as "VISITING TEAM")

1. The varsity football team for the Institutions shall play each other in Ann Arbor, Michigan on September 13, 2014 at a time to be determined.
2. Officials for this game shall be appointed by the Big Ten Conference.
3. The Visiting Team agrees to use the Big Ten instant replay system.
4. All costs of conducting and promoting the game shall be borne by the Home Team. The Visiting Team shall be responsible for its own travel expenses.
5. The Home Team shall pay the Visiting Team \$1,100,000 for the game on or before February 1 following the game. All other revenue generated, including gate revenue, shall be retained by the Home Team.
6. 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) University of Michigan home football games and certain games played at a neutral site have been assigned by University of 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) University of 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 University of Michigan 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 University of Michigan is the home team or of games played pursuant to this Agreement at certain neutral sites.
7. 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 football team coaches and players. The Home Team 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. All costs involved in producing the video shall be the responsibility of the Visiting Team. Placement and coordination of the cameras will be subject to the rules, regulations and control of the Sports Information Office of the Home Team. In no event shall the Visiting Team interfere with the filming of the game by the television network camera crew or the Home Team.
8. The Visiting Team shall designate not more than two (2) official radio stations to broadcast the game. Those official stations shall be assigned a radio booth at the Home Team's stadium and no charges or fees will be assigned for the broadcast of the game via radio or the internet by the Visiting Team or its official stations. Nor shall any charges or fees be assessed any station taking a feed from Visiting Team's official stations. An unsponsored broadcast by the Visiting Team's university station shall be

permitted without charge or rights fees. In no event shall the official stations display any logos, banners or advertisements inside Michigan Stadium.

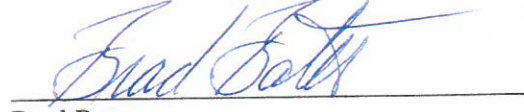
9. The game shall be managed and conducted by the Home Team.
10. The Visiting Team shall receive 400 complimentary tickets to the game. The Visiting Team shall have the option to purchase up to 1,000 game tickets at the single game ticket price. The Visiting Team shall return all unsold tickets to the Home Team in sufficient time to insure their sale prior to the game. In no case, however, shall more than two hundred fifty (250) tickets be returned later than July 12, 2014 and no more than one hundred (100) tickets be returned later than forty-eight (48) hours prior to game time. Band, cheerleaders, and mascot shall be admitted free of charge, and shall not count against the 1,000 tickets.
11. If the Visiting Team fails to appear at the scheduled game, the Visiting Team shall pay to the Home Team a cancellation fee of \$1,100,000 within 10 days after the scheduled game date and the Visiting Team will not be entitled to receive the amount set forth in paragraph 5. Should the Home Team choose to cancel this Single Game Contract, the Visiting Team will be entitled to receive the amount set forth in paragraph 5. No cancellation fee shall be paid if the parties mutually agree in writing to cancel the scheduled game.
12. The contract shall be void and no compensation shall 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; any decision, order, law, rule or regulation of the National Collegiate Athletic Association; or any other federal, state or municipal agency or official; or the occurrence of any other event that is beyond the reasonable control of a party.
13. The rights and responsibilities under this Agreement cannot be assigned or transferred to another party.
14. Should any provision of the Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of the Agreement will remain in full force and effect.
15. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and super cedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in writing signed by both parties.

THE UNIVERSITY OF MICHIGAN




David Brandon
Director of Athletics

MIAMI UNIVERSITY, Oxford Ohio



Brad Bates
Director of Athletics



DAVID K. CREAMER
Vice President for
Finance & Business Services & Treasurer
Miami University

AGREEMENT

This agreement is entered into this June 9, 2012 by and between the Regents of the University of Michigan, a constitutional corporation, on behalf of its Athletic Department ("Michigan") and the University of Utah ("Utah").

1. **Purpose:** The purpose of this Agreement is to confirm the arrangements and conditions by which the University of Michigan and the University of Utah will compete in two games of intercollegiate football to be played on the following dates and at the following locations:

| <u>Date:</u> | <u>Location:</u> |
|--------------------|-------------------------------|
| September 20, 2014 | Univ. of Michigan, Ann Arbor |
| September 3, 2015 | Univ. of Utah, Salt Lake City |

2. **Officials:** The conference of which Michigan is a member, currently the BIG TEN Conference, shall appoint officials for the game played at Michigan. The conference of which Utah is a member, currently the PAC-12 Conference, shall appoint officials for the game played at Utah. The visiting team agrees to use the instant replay system of the home team's conference.
3. **Eligibility:** Each game played pursuant to this Agreement shall be governed by the rules of the National Collegiate Athletic Association (NCAA) in effect on the date of the game. The eligibility of players to participate in each game shall be determined by the rules of the NCAA, applicable conference(s), and the respective institutions, in effect on the date of the game.
4. **Game Management:** All responsibility for and costs of conducting, managing and promoting each game shall be borne by the host institution, except that the visiting team shall be responsible for its own travel expenses. The home institution shall retain all revenue associated with the game it hosts, including gate revenue, unless otherwise set forth in this Agreement.
5. **Guarantee:** For each game played, the host institution shall pay the visiting institution \$1,000,000 on or before February 1 following the game in question. If either team fails to appear for one of the scheduled games, that team shall pay to the other team a cancellation fee of \$1,000,000, within ten days after the scheduled game date. If the cancelling team is the visiting team, that team shall also forfeit and not be entitled to receive the guarantee amount set forth in the first sentence of this paragraph. No cancellation fee shall be paid if the parties mutually agree in writing to cancel a scheduled game.
6. **Cancellation:** No compensation related to a scheduled game shall 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; any decision, order, law rule or regulation of the NCAA; or any other federal, state or municipal agency or official; or the occurrence of any other event that is beyond the reasonable control of a party. In addition, if either institution is prohibited from appearing on television by the NCAA or the institution's respective governing conference, then either institution shall have the right to cancel any game covered by such sanctions and the non-sanctioned or non-penalized institution shall have the right to file suit, if necessary, to recover its actual (but not consequential) damages out of the failure or inability of the sanctioned or penalized institution to fulfill its contractual obligations hereunder.

7. **Television:**

A. BIG TEN CONFERENCE: Utah acknowledges and agrees that with regard to Michigan home football games and certain games played at a neutral site which Michigan has been designated the home team (“Michigan Home Games”) (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 have been assigned 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 Michigan Home Games, (b) Michigan has no ability to grant to Utah any rights for the telecast or distribution of Michigan Home Games played pursuant to this Agreement, and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of Michigan Home Games.

B. PAC-12 CONFERENCE: Michigan acknowledges and agrees that with regard to Utah home football games and certain games played at a neutral site which Utah has been designated the home team (“Utah Home Games”) (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) Utah Home Games have been assigned to the Pac-12 Conference. (“The Pac-12”), which in turn has entered into agreements with certain third parties for the telecast or distribution of Utah Home Games, (b) Utah has no ability to grant to Michigan any rights for the telecast or distribution of Utah Home Games played pursuant to this Agreement, and (c) the Pac-12 shall have the exclusive right to retain all revenues derived from the telecast or distribution of Utah Home Games.

C. GAME START TIME/TIMEOUTS. The scheduled start time for each game is determined by the home team and may be changed up to six (6) days in advance to accommodate television schedules with the prior written consent of the visiting team which shall not be unreasonably withheld. Media timeout formats are determined by the home team’s Conference; the home team’s Conference shall be responsible for providing the television liaison (red hat).

8. **Use of Game Video:** The visiting team may not telecast or film the game in any way or use any video from the host team's telecast of the game without the prior written permission of the home team’s Conference; provided, however, that the visiting team shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for (a) coaching purposes, and (b) for use in a weekly coach’s show and season highlight presentations which are substantially similar in format and content to a weekly coach’s show, not to exceed eight (8) minutes in length. Any use of game video pursuant to this Section 8 must be within any limits set by the home institution's Conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the visiting team to produce such films and/or videotapes.

9. **Radio:** The visiting team shall designate not more than two (2) official radio stations to broadcast the game. Those official stations shall be assigned a radio booth at the home team’s stadium and no charges or fees will be assigned for the broadcast of the game via radio or the internet by the visiting team or its official stations. Nor shall any charges or fees be assessed any station taking a feed from visiting team’s official stations. An unsponsored broadcast by the visiting team’s university station shall be permitted without charge or rights fees. In no event shall the official stations display any logos, banners or advertisements inside Michigan Stadium.

10. **Tickets:** The visiting team shall receive 400 complimentary tickets to the game from the host team. The visiting team shall also have the option to purchase from the host team up to 2,500 game tickets at the single game ticket price. The visiting team shall return all unsold tickets to the host team no later than six (6) weeks prior to the scheduled date of the game. Band members (maximum 400), cheerleaders (maximum 12), and one mascot shall be admitted free of charge, and shall not count against the 2,500 tickets.

11. **Miscellaneous Provisions:**

- a. Notwithstanding any of the rights guaranteed in this Agreement, neither party shall have the right to enter into any agreements or arrangements, or engage in any conduct, which would diminish the commercial value of the live radio broadcast and/or live television telecast of the games unless it obtains prior written permission of the other party.
- b. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- c. By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the respective educational institution, its officers, trustees, board members, employees, agents, servants, affiliates, and successors.
- d. All notices, consents, requests, demands or communications to the respective parties shall be in writing and shall be effective for all purposes upon receipt in the case of (i) personal delivery; (ii) delivery by messenger or overnight carrier; (iii) delivery by U.S. first class certified or registered mail, postage prepaid; or (iv) transmittal by facsimile, to a verified facsimile number of the other party, attention to the Director of Athletics.
- e. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.
- f. No amendment, modification, supplement, or waiver of any obligations under this Agreement shall be binding unless set forth in writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.
- g. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purposes of this Agreement.
- h. 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.
- i. This Agreement constitutes the entire Agreement between the parties pertaining to the matters referenced herein and supersedes all prior and contemporaneous agreements.

THE UNIVERSITY OF MICHIGAN



David Brandon
Director of Athletics

THE UNIVERSITY OF UTAH



Dr. Chris Hill
Director of Athletics