

## AGREEMENT

This agreement is entered into this February 16, 2018 by and between the Regents of the University of Michigan, a constitutional corporation, on behalf of its Athletic Department ("Michigan") and Arkansas State University, on behalf of its Athletic Department ("ASU").

1. **Purpose:** The purpose of this Agreement is to confirm the arrangements and conditions by which Michigan and ASU will compete in a single game of intercollegiate football to be played on the following date and location:

<u>Date</u>	<u>Location</u>	<u>Home Team</u>	<u>Visiting Team</u>
9/19/2020	Michigan Stadium Ann Arbor, MI	Michigan	ASU

2. **Officials:** The conference of which Michigan is a member, currently the Big Ten Conference ("BTC"), shall appoint officials, including instant replay, for the game.
3. **Eligibility:** The 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 the 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 the game shall be borne by the home 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:** Michigan shall pay to ASU \$1,800,000 on or before February 1 following the game. If either team fails to appear for the scheduled game, that team shall pay to the other team a cancellation fee of \$1,800,000, within ten days after the scheduled game date; provided that if the cancelling team is the home team, the cancellation fee shall be in lieu of and not in addition to the guarantee amount. 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. Any change in the date of a game to be played under this Agreement shall require the consent of the visiting team, which consent shall not be unreasonably withheld.
6. **Cancellation:** No compensation or cancellation fee 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; an increase in the number of annual conference games required by either party's conference, provided that notice of such increase is given to the other party at least two years prior to the affected game scheduled by this agreement; or the occurrence of any other material 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.
7. **Television:** The 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 football games have been assigned by Michigan to its

conference, 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 the visiting institution any rights for the telecast or distribution of games played pursuant to this Agreement at Michigan, and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of the game played pursuant to this Agreement. ASU acknowledges and agrees that Michigan shall have the exclusive right to enter into agreements with respect to the telecast or distribution of the game played pursuant to this Agreement and to retain all revenues derived therefrom.

Notwithstanding the foregoing, the respective rights, if any, of ASU with respect to the telecast or distribution of the game played pursuant to this Agreement, as the visiting football team (and the revenues derived therefrom), shall be governed by a separate agreement between the Big Ten and ASU, which separate agreement shall govern certain aspects of any football game played between the member institution of the Big Ten/ and ASU, provided, that in the absence of any such separate agreement, the terms of this Agreement shall control.

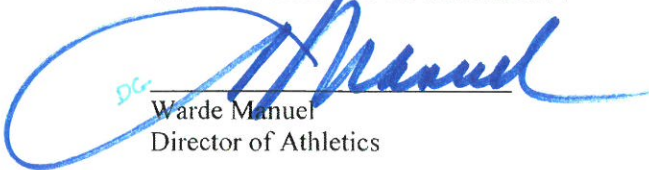
The scheduled start time for each game is determined by the home team and may be changed up to six (6) days in advance to accommodate television schedules with the prior written consent of the visiting team which shall not be unreasonably withheld. Media timeout formats are determined by the home team's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

8. **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 coaches' shows, 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 coaches' show and to its coaches and players. Notwithstanding the foregoing, any use of game footage by the visiting team shall comply with the applicable network contract of Michigan or conference of which Michigan is a member, and the rules and regulations of such conference. 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 Michigan's conference or institutional branded network and the 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 Michigan's Sports Information Office. In no event shall the visiting team interfere with the filming of the game by the television network camera crew or Michigan.
9. **Radio:** The visiting team shall designate not more than one (1) 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 500 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 2,000 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 300), cheerleaders (maximum 12), and one mascot shall be admitted free of charge, and shall not count against the 2,500 (complimentary plus consignment) tickets.

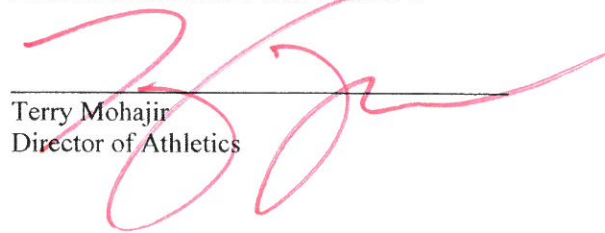
**11. Miscellaneous Provisions:**

- 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

  
DC  
Warde Manuel  
Director of Athletics

ARKANSAS STATE UNIVERSITY

  
Terry Mohajir  
Director of Athletics

 2-20-2018  
Vice Chancellor for Finance & Administration

