



**WEST VIRGINIA UNIVERSITY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
COLLEGE FOOTBALL GAME AGREEMENT**

THIS COLLEGE FOOTBALL GAME AGREEMENT (“Agreement”) dated the 12th day of December 2018, is by and between the West Virginia University Board of Governors on behalf of West Virginia University and its Department of Intercollegiate Athletics, an agency and higher education institution of the State of West Virginia (“WVU”), and Towson University, an Institution, located at 8000 York Road, Towson, MD 21252 (“Towson”). WVU and Towson are individually sometimes referred to herein as a “Team” and collectively as the “Teams.”

1. **SCOPE.** The scope of this Agreement is to confirm the arrangements and terms and conditions under which WVU and Towson will compete in (1) intercollegiate football game as set forth in Section 2.

2. **GAME INFORMATION.** Each Team agrees to play an official college football game as follows (“Game”):

DATE	PLACE	TIME	HOME TEAM
September 17, 2022	Morgantown, WV	TBA	WVU

Unless otherwise agreed, the Home Team and/or its conference will determine the time of the Game and will advise the other Team (“Visiting Team”) when the time of the Game has been established.

3. **RULES OF CONTEST.** Each Game shall be governed by the applicable rules of the National Collegiate Athletic Association (“NCAA”) as in effect at the time of the Game.

4. **ELIGIBILITY OF TEAM MEMBERS.** The eligibility of each Team member to participate in the Game shall be governed by the rules and regulations of the NCAA, its institution and the rules of the conference, if any, of which each institution is a member.

5. **OFFICIALS.** The officials for the contest shall be a solid crew appointed by the official’s association representing the Home Team.

6. **GAME GUARANTEE.** The Home Team will pay \$500,000 to the Visiting Team (“Game Guarantee”) within ninety (90) calendar days of playing the Game. The Visiting Team acknowledges that the Game Guarantee constitutes the sole financial compensation for playing the Game, and that no other compensation will be due or owed to the Visiting Team by the Home Team under this Agreement in connection with the Game. The Teams acknowledge that the Teams may be entitled to compensation from each Team’s conference related to the broadcast of the Game. Each Team is responsible at its expense for operating and staffing each Game in which such Team is designated as the Home Team consistent with the operations and staffing for a college football game at the Home Team’s stadium and the Home Team will, except as explicitly set forth in this Agreement, retain all other revenues from the Game.



7. **TICKETS.** Ticket prices will be set by the Home Team. The price for tickets provided to the Visiting Team will be consistent with the ticket price of other similar tickets within the Home Team's stadium.

A. The Visiting Team shall be allowed (300) complimentary tickets.

B. Cheerleaders and official mascots for each Team shall be admitted without charge when in uniform and shall not be included in the complimentary ticket allotment. Seating for the Visiting Team's band may come from the Visiting Team's ticket allotment.

C. The Visiting Team shall be allotted (1,000) tickets for sale to its fans or for use by its band. The Visiting Team shall retain no more than (500) unsold tickets from the original allotment two (2) weeks prior to the date of the game. Five (5) business days prior to game day the Visiting Team may return no more than (150) unsold tickets which shall be sent overnight to the Home Team.

8. **SIDELINE PASSES.** The Visiting Team shall be allowed (60) sideline passes at no charge. Such passes are for use by coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of Team players in uniform. All Visiting Team sideline passes will be restricted to the Visiting Team area (between the 25-yard lines).

9. **RADIO RIGHTS.**

A. Except as stated in Sections 9(B) and (C) and subject to the Teams' conference agreements, the Home Team shall retain the revenue from, and shall have full control of, all locally originating and national radio rights to broadcast the Game, however disseminated, including, without limitation, by radio, satellite radio and/or internet.

B. The Visiting Team shall be allowed two free radio outlets: one for a live, commercial, locally originated radio broadcast however disseminated- including, without limitation, by radio, satellite radio and/or internet- for which the Visiting Team shall retain the revenue from such broadcast; and one student non-commercial radio broadcast. The Home Team shall provide adequate space for each radio outlet. All other radio broadcast rights and privileges, and receipts therefrom, shall belong exclusively to the Home Team.

C. Only those stations which regularly carry more than fifty percent (50%) of the locally originated radio broadcasts of the Visiting Team's home football games shall be permitted to receive and broadcast any Game under this Agreement.

10. **TELEVISION, FILM AND VIDEO RIGHTS.**

A. Television. The Teams acknowledge and agree that all television rights for Games played pursuant to this Agreement are subject in all respects to television agreements entered into by the Teams' conferences. The Teams acknowledge and agree that their conferences may have entered into cross-over television agreements clarifying that the television rights to home games



of a conference's member institution are available for selection pursuant to the television agreements of that conference with all fees paid for those rights to be retained by the conference. However, in the event that the television rights to the Games are not subject to a conference agreement, the parties acknowledge and agree that those television rights shall be held by the Home Team.

B. Delay and Highlight Shows. Subject to conference agreements, each Team shall have the right to produce and distribute delayed television broadcasts of the Game and/or use video of the Game for highlights in its regular television program(s). Each Team shall retain all income it may receive from such opportunities.

C. Other Audio and Video Rights. Except as specified in Sections 9 and 10, above, the Home Team shall retain any and all of its rights to the commercial exploitation of all audio and all video transmission or dissemination by any and all means (including without limitation internet transmission or dissemination), now known or hereafter existing.

D. Coaches' Films. Each Team shall have the right to create Coaches' Films, as defined below, of the Games for internal purposes or for provision to other schools or professional organizations. "Coaches' films" means video or other pictorial recordings of the Games (normally consisting of press box and end zone footage) made at the request or direction of a Team's coaching staff or for use primarily for coaching purposes. The Home Team shall provide reasonable facilities for equipment and personnel to create the Coaches' Films. Except as explicitly agreed in writing signed by both Teams, under no circumstances shall the Coaches' Films be used for commercial or promotional purposes or for any other purpose other than coaches' analysis.

11. PROGRAM SALES, CONCESSIONS, AND PARKING INCOME. The Home Team shall have the exclusive rights to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the Home Team.

12. ARRIVAL OF TEAMS. The Teams shall present themselves at the site of the Game in condition to play at least sixty (60) minutes before the time advertised as the starting time of the Game.

13. IMPOSSIBILITY. If, prior to the start of the Game, it becomes impossible or unsafe for the Teams to play the Game for reasons of power failure, severe weather conditions, fire, flood, act of God, epidemic, quarantine restriction, strike, riot, war or terrorism, or other unavoidable catastrophe or disaster, the Game shall be canceled, and neither Team shall be responsible to the other for any loss or damage, including the Game Guarantee or any financial obligations incurred by either Team for promotion of the Game. Notice of such an impossibility or unsafe condition shall be given as soon as possible. The punishment or sanctioning of a Party by the NCAA or its relevant athletics conference shall not make it "impossible" to play a Game and shall not relieve the sanctioned party of its obligations, including financial obligations under this Agreement.



14. LIQUIDATED DAMAGES.

- A. Except for the reasons set forth in Paragraph 13, if either Team terminates or materially breaches the Agreement prior to September 17, 2021, then that Team shall pay the non-terminating/breaching Team a sum of (\$300,000) as liquidated damages.
- B. Except for the reasons set forth in Paragraph 13, if either Team terminates or materially breaches the Agreement after September 17, 2021, then that Team shall pay the non-terminating Team a sum of (\$500,000) as liquidated damages.
- C. The Teams agree that before any liquidated damages amount becomes due, the amounts set forth above will be recalculated, in accordance with the changes to the consumer price index ("CPI") from the time this Agreement is executed and the date of the notice of the termination or breach; provided, however, that in no event shall the amount of liquidated damages be adjusted downward. CPI shall mean the Consumer Price Index for CPI-U, US City Average, All Items (<http://www.bls.gov/cpi/home.htm>).
- D. The Teams agree that it is difficult to predict attendance and revenues for these Games and the amounts set forth above are a reasonable estimate of damages for the other team's loss of revenue. For the avoidance of doubt, if liquidated damages are applicable, then the non-terminating Team is not entitled to any additional compensation under this Agreement, except for a Game Guarantee for a Game that has already been played. The Teams agree that failure to produce their Teams for all Games is a material breach of the Agreement. Additionally, the Teams agree that they must average 90 percent of the permissible maximum number of grant-in-aid's over a rolling two-year period to comply with NCAA bylaw 20.9.9.2. Failure to do so is considered a material breach of the Agreement.

15. MISCELLANEOUS. This Agreement is the entire agreement between the Teams with respect to the subject matter hereof and supersedes in all respects all other agreements either written or oral. No amendment to this Agreement shall be valid unless reduced to writing and signed by both Teams hereto. No condition, covenant, duty or obligation contained in this Agreement can be waived except by written agreement signed by authorized representatives of each Team. Forbearance or indulgence in any form or manner by either Team shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that Team. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. The interests, rights, powers, duties and liabilities of the Teams hereto shall attach to the benefit of and shall be binding upon each Team's respective successors, assigns and other legal representatives. If one or more paragraphs or provisions of this Agreement shall be declared invalid, illegal or unenforceable under applicable laws, said invalid, illegal or unenforceable paragraphs or provisions shall be severed from this Agreement and the remaining paragraphs and provisions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the Teams hereto by their respective officers duly authorized, have caused this Agreement to be executed as of the date first above written.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY TOWSON UNIVERSITY

By: [Signature]
Director of Athletics,
Its: Associate Vice President

Date: 12/14/18

By: [Signature]
Its: ATHLETICS DIRECTOR

Date: 12/14/18

Tim Leonard
Athletic Director
Towson University
(410) 704-3936 (office) / (410) 704-3009 (fax)
tleonard@towson.edu