

**FOOTBALL GAME AGREEMENT**  
**UNIVERSITY OF TENNESSEE ATHLETICS**  
**DEPARTMENT**

This AGREEMENT is entered into by and between **THE UNIVERSITY OF TENNESSEE, KNOXVILLE** and **WESTERN MICHIGAN UNIVERSITY**.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties' intending to be legally bound, agree as follows:

- 1. **Purpose/Event:** The purpose of this AGREEMENT is to confirm the arrangements and conditions for playing a football game (hereinafter "GAME") between the University of Tennessee, Knoxville ("Tennessee") and Western Michigan University ("WMU").
  
- 2. **Event:** Each party shall cause its Football Bowl Series ("FBS") varsity football team to participate in the GAME in accordance with the terms of this AGREEMENT. The GAME shall be played on the date and at the location as set forth below:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
SATURDAY	SEPTEMBER 18, 2027	TBD	KNOXVILLE, TN

- 3. **Rules:** The GAME shall be governed by the rules of the National Collegiate Athletic Association (hereinafter "NCAA") and the institutional rules of the University of Tennessee as in effect at the time of the GAME.
  
- 4. **Eligibility of Team Members:** The eligibility of all players to participate in the GAME shall be governed by the rules and regulations of the respective institutions, their conference, and the NCAA, as in effect at the time of the GAME.
  
- 5. **Game Officials:** Officials and replay for the GAME in Knoxville shall be designated by the Southeastern Conference.
  
- 6. **Compensation of WMU and Settlement:** Tennessee agrees to pay WMU, as full and complete compensation, the fixed sum of one million, two hundred thousand dollars (\$1,200,000) within sixty (60) calendar days after the GAME.
  
- 7. **Tickets, Sideline Passes, Credentials, Parking:**
  - a. **Tickets:**
    - i. Tennessee will establish all ticket prices.
    - ii. Tennessee will provide five hundred (500) complimentary tickets to WMU.

- iii. Tennessee shall consign a total of two thousand (2,000) tickets to WMU.
  - Iv. By July 1, 2027, WMU should return ALL but five hundred (500) unsold tickets from the original consigned allotment sent by Tennessee. These tickets should be returned for credit via overnight mail to Tennessee. Fourteen (14) calendar days prior to the date of the GAME, WMU should retain no more than two hundred (200) unsold tickets from the original allotment sent by Tennessee. The remainder should be returned for credit via overnight mail to Tennessee. In the event WMU fails to return any tickets by the deadline set forth in this paragraph, WMU shall not be entitled to a refund or reimbursement for those late returns. Settlement of funds for consigned tickets shall be required prior to GAME. If consignment ticket funds have been settled prior to the GAME, these funds may be withheld from compensation of WMU referenced in Section 6 above.
  - v. No tickets shall be required for media.
  - VI. WMU will have use of one (1) suite, the location of which is to be determined by Tennessee.
  - vii. Cheerleaders and mascots for WMU shall be admitted without charge when in uniform.
  - viii. Seating for the band must come out of WMU's complimentary tickets (section iii above) or be purchased from the consigned allotment.
- b. *Sideline Passes:*** WMU shall be allowed sixty (60) sideline passes at no charge. These passes shall be in addition to the tickets provided as described in paragraph (a) above. Such passes are for use by coaches, trainers, and working personnel only. All personnel with the exception of varsity football team members in uniform must wear sideline passes. All of WMU's sideline passes will be restricted to the WMU area (between the 25-yard lines).
- c. *Credentials:*** WMU shall be allowed fifteen (15) all-access credentials for its athletics administration at no charge. If additional all-access credentials are needed by WMU, Tennessee shall make a good-faith attempt to meet reasonable requests.
- d. *Parking:*** WMU shall be allowed parking passes for equipment truck(s), team and staff buses, and ten (10) automobiles for use by the football program and administration.

**8. Media Rights: Radio, Television, Internet:**

- a. Radio Rights:* Tennessee (or its conference) owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such GAME, provided that WMU may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full game account of the GAME for distribution by WMU's regular season radio broadcasting network via terrestrial radio and satellite radio. Tennessee shall provide to WMU one radio outlet location for the aforementioned broadcast.
- b. Television and other Distribution Rights:* Except for the radio rights described in section (a) above, Tennessee and/or the Southeastern Conference exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video, or audiovisual coverage of such GAME and any and all portions of such GAME (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed, and WMU agrees to participate in the telecast. If and to the extent WMU has or will have any such rights, WMU irrevocably assigns, conveys, and transfers all of such rights to Tennessee and/or the Southeastern Conference in perpetuity. Notwithstanding the foregoing, (i) WMU and its conference shall have the non-exclusive rights to create and distribute coach's films of the GAME for use solely by WMU, professional sports leagues, and other colleges and universities for coaching and scouting purposes, as well as use of not more than ten (10) minutes of clipped footage on any coach's show, and (ii) if the respective conferences of Tennessee and WMU enter into a separate agreement describing the rights of WMU to distribute audiovisual coverage of a GAME played between institutions from such respective conferences, and such agreement remains in full force and effect when any GAME covered by this AGREEMENT occurs, WMU (and its conference) for such GAME shall have the rights as described in such agreement.
- c. Internet Streaming:* Tennessee retains any and all internet streaming and new media rights to each GAME. The rights to video streaming are subject to applicable conference policies and/or conference television partner agreements.
- d. Other Rights:* WMU hereby authorizes Tennessee (and its conference) to use (and to authorize each entity affecting or facilitating the telecast or other distribution of such GAME to use) the trademarks and logos of WMU and the names and likenesses of WMU's individual players, participants, and coaches to promote and publicize such GAME and the

participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. WMU warrants to Tennessee and/or the Southeastern Conference that WMU has obtained the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (d).

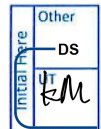
- e. ***Controlling Language:*** To the extent that this Section 8 conflicts or is inconsistent with any other language or provision in this AGREEMENT, the terms and content of this Section 8 shall control and supersede any other such language or provision.

9. **Game Management, Concessions, Parking and Program Income:** Tennessee 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 an intercollegiate football game, along with paying all expenses associated therewith, except for the expenses of WMU. Tennessee agrees to have a medical doctor and ambulance with emergency personnel at the game site throughout the duration of the GAME. Tennessee shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of Tennessee.
10. **Arrival of Teams:** The teams shall present themselves at the site of the GAME in condition to play at least thirty (30) minutes before the time advertised as the starting time for the GAME.
11. **NCAA Football Championship Sub-Division (FCS) Requirements (when applicable):** By signing this AGREEMENT, WMU, if a member of the Football Championship Subdivision, confirms compliance with the provisions of NCAA Bylaw 20.10.9.2.1 (as contained in the August 2022-23 Division I Manual) and certifies that it averaged 80% of the permissible maximum number of grants-in-aid per year in the sport of football during the two academic years immediate preceding the date of the AGREEMENT, as well as its intent to do so through the completion of this GAME. Failure by WMU to meet the criteria established by the NCAA for Football Championship Subdivision (FCS) membership represents a material Breach of this Agreement. At its option, Tennessee may elect to cancel the game for WMU's noncompliance with Championship Subdivision Requirements, and WMU agrees to pay the liquidated damages agreed to in Section 13 of this AGREEMENT.
12. **Force Majeure/Impossibility:** In the event of an unforeseen catastrophe such as fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection,

pandemic, confiscation by order of the government, military or public authority or governmental authority, prohibition or edict of the Southeastern Conference, or the National Collegiate Athletic Association, making it impossible or impractical to play the GAME, both parties shall be relieved of any and all obligations under this AGREEMENT. Notice of such catastrophe, disaster or edict shall be given as soon as possible. Any GAME not played as scheduled shall be rescheduled as such exigencies may dictate or permit.

- a. **Exception.** Refusal of either team to participate in the GAME due to political preferences or ideological reasons shall be considered a breach pursuant to Section 13 of this AGREEMENT. Such a refusal will not be categorized as an unforeseen catastrophe.

13. **Breach of Contract:** Except as otherwise provided for in Paragraph 12 or in this Paragraph 13 of this AGREEMENT, in the event that either party to this AGREEMENT commits a material breach of the terms and conditions of this AGREEMENT or unilaterally cancels the AGREEMENT for any reason without the consent of the other party (the "Defaulting Party"), the Defaulting Party hereby agrees to pay the other party one million, two hundred thousand dollars (\$1,200,000.00) as liquidated damages, or such sum as may be agreed to in writing by the parties. Both parties agree that the obligations within this section are not a penalty but represent a fair and equitable amount that is understood by both parties and explicitly agreed to by both parties due to the difficulty in ascertaining such loss and damages for a material breach. In such case, such payment as provided in this Paragraph 13 shall be the sole and exclusive remedy of the non-breaching party for failure of the other party to participate in the GAME. Additionally, and notwithstanding anything in this AGREEMENT to the contrary, WMU agrees that Tennessee is entitled to unilaterally terminate this AGREEMENT, without any obligation to pay the liquidated damages referenced in this Paragraph 13, in the event the Southeastern Conference increases from 8 to 9 the number of SEC conference games for the 2027 football season.
14. **Integration/Amendments:** This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all other agreements whether written or oral; provided, for the avoidance of doubt, the parties mutually agree that this AGREEMENT supersedes and replaces in all respects the Football Game Agreement between the parties, dated June 26, 2022, concerning the game originally scheduled for September 19, 2026, without any fault or penalty of either party. No amendment to this AGREEMENT shall be valid unless reduced to writing and signed by both parties hereto.
15. **Interpretation:** No provision of this AGREEMENT shall be construed against or interpreted to the disadvantage of any party by reason of any party having, or being deemed to have, drafted or dictated such provision.
16. **Waiver:** The failure at any time of any party to demand strict performance of another party or of any of the terms, covenants, or conditions set forth in this AGREEMENT shall not be construed as a continuing waiver or relinquishment thereof, and any party may at any time demand strict and complete performance of any other party of such terms, covenants, and conditions.




17. **Severability:** the unenforceability or invalidity of any provision of this AGREEMENT shall not affect any other provision of the AGREEMENT and this AGREEMENT shall continue in full force and effect and be construed as if such provision had not been included.
18. **Assignment:** This AGREEMENT may not be assigned by either party without the written consent of the non-assigning party.

In witness thereof, this AGREEMENT has been duly executed by the authorized representatives of each of the parties hereto on the respective dates specified below.

**UNIVERSITY OF TENNESSEE**

  
Dr. Daniel J. White  
Vice Chancellor and Director of Athletics

  
Date

DocuSigned by:  
  
F6BD4A85008473...  
Kim McCulloch  
Associate Vice Chancellor  
for Finance and Administration

8/11/2024  
Date

Tennessee  
Federal ID # 62-6001636

**WESTERN MICHIGAN UNIVERSITY**

  
Dan Bartholomae  
Vice President/Director of Athletics

\_June 16, 2024\_  
Date

WESTERN MICHIGAN UNIVERSITY  
Federal ID# 38-6007327