



DUQUESNE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

Mr. Allen Greene  
Senior Associate Athletic Director  
State University of New York at Buffalo  
Buffalo, NY 14260-5000

Dear Allen,

Please accept this addendum to the game contract for the State University of New York at Buffalo football game with Duquesne University scheduled for August 30, 2014. With regard to Section 11 Force Majeure: The State University of New York at Buffalo recognizes that Duquesne University does not meet the scheduling guidelines set forth in NCAA By-laws 20.9.7.2 and 20.9.7.2.1 and the contract cannot be deemed void as such.

To indicate acceptance of this agreement, please sign below and return one copy of this addendum. Thank you for your assistance with this matter and good luck with preparation for the upcoming season. If there are any questions, feel free to contact me at (412) 396-5244 or [racicot@duq.edu](mailto:racicot@duq.edu).

Sincerely,

Phil Racicot  
Senior Associate Director of Athletics

State University of New York at Buffalo Acknowledgement:

(Authorized signature)

8/12/13  
(Date)



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# STATE UNIVERSITY OF **NEW YORK** BUFFALO

## FOOTBALL GAME CONTRACT

This agreement, entered into this May 24, 2013 by and between the State University of New York at Buffalo, (hereinafter referred to as "Home Team"), and Duquesne University (hereinafter referred to as "Visiting Team").

1. **Purpose:** The purpose of this Agreement is to confirm the arrangements and conditions under which the varsity football teams for Home Team and Visiting Team shall play each other during the regular football season set forth in Section 2.
2. 

<u>Date</u>	<u>Place</u>	<u>Time</u>	<u>Home Team</u>
August 30 <sup>th</sup> , 2014	Buffalo, NY	TBA	UB
3. **Officials:** Officials for the game shall be paid for by the Home Team, and assigned by the Mid American Conference.
4. **Game Management:** All costs of conducting and promoting the game shall be borne by Home Team. Visiting Team shall be responsible for its own travel expenses for their football team and marching band.
5. **Compensation:** Home Team shall pay Visiting Team \$125,000 for the game on or before February 1, 2015. All other revenue generated, including gate revenue, shall be retained by Home Team.
6. **Television:** Television rights will be governed by any current or future crossover agreements between the Mid-American Conference and Visiting Team contracted television partner(s). Absent an agreement regarding the crossover games between the Mid American Conference and Visiting Team television partner(s), negotiations for rights to televise on a live or delayed basis and related rights fees, if any, will rest with Home Team.
7. **Radio Broadcasts:** Visiting Team shall designate not more than one (1) official radio station to broadcast the game. The official station shall be assigned a radio booth at UB Stadium and no charges or fees will be assigned for the broadcast of the game via radio or the internet by Visiting Team or its official station, nor shall any charges or fees be assessed any station taking a feed from Visiting Team official station. An unsponsored broadcast by Visiting Team's station shall be permitted without charge or rights fees.
8. **Video Taping:** Home Team grants permission without payment of any fees for Visiting Team to video tape or film the game. Visiting Team may use the tapes or films, as well as the audio recording under paragraph 7, 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 Mid American Conference television contract. All costs involved in producing the video shall be the responsibility of Visiting Team. Placement and coordination of the cameras will be subject to the rules, regulations and control of the Sports Information Office of Home Team. In no event shall Visiting Team interfere with the filming of the game by the television network camera crew or Home Team.

9. **Tickets:** Visiting Team will be provided 400 complimentary tickets. Visiting Team shall have the option to purchase up to 2,000 game tickets at the single game ticket price if requested by August 1 for the year in which game is scheduled. The Visiting Team shall return for credit all tickets over 200 no later than August 15 in the year game is scheduled, and no more than 50 tickets plus player complimentary pass tickets two hours prior to kickoff. Visiting Team marching band will be admitted free of charge to UB Stadium to perform, up to a maximum of 400 members.
10. **Liquidated Damages:** If Visiting Team fails to appear at the scheduled game, Visiting Team shall pay Home Team a cancellation fee of \$300,000 within 60 days after the scheduled game date and Visiting Team will not be entitled to receive the amount set forth in Section 5. If Home Team fails to appear at the scheduled game, Visiting Team will be entitled to the guarantee laid out in Section 5. No cancellation fee or guarantee shall be paid if the parties mutually agree in writing to cancel the scheduled game.
11. **Force Majeure:** 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 either party.
12. The rights and responsibilities under this Agreement cannot be assigned or transferred to another party.
13. 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.
14. 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.

**ADDITIONAL AGREEMENTS:**

The Home Team will provide fifty (50) hotel rooms to the Visiting Team at a hotel of the home teams choosing.

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SIGNED IN DUPLICATE: (Please return one copy)

*State University of New York at Buffalo*



Athletic Director Signature (or Designee)

Aaron Greene

Print Name

Sr. Assoc. AD 5/27/13

Title

Date

*Duquesne University*



Athletic Director Signature (or Designee)

David Grousosky

Print Name

Interim Vice President

Title

Date

6/11/13