# BOSTON COLLEGE FOOTBALL GAME CONTRACT

THIS AGREEMENT entered into this 21st day of August, 2012, by and between THE TRUSTEES of BOSTON COLLEGE ("Team A") and Ohio State University ("Team B"):

- 1. <u>PURPOSE</u>: The purpose of this Agreement is to confirm the arrangements and conditions under which Team A and Team B will compete in one or more games of football during the regular football season(s) as set forth in section 2.
- 2. <u>EVENT</u>: Each party shall cause its varsity football team to play the other in a game of football (a "Game" or "Games") in accordance with the terms of this Agreement. The Games shall be held as set forth below:

<u>Date</u>	<u>Place</u>	* <u>Time</u>	Home Team
September 19, 2020	Columbus, OH	*TBA	Ohio St. University
September 18, 2021	Chestnut Hill, MA	*TBA	Boston College

- 3. <u>RULES FOR CONTEST</u>, Each game shall be governed by the applicable rules of the National Collegiate Athletic Association (NCAA) as in effect at the time of the contest.
- 4. <u>ELIGIBILITY OF TEAM MEMBERS</u>, 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 athletic conference, if any, of which each institution is a member.
- 5. <u>OFFICIALS</u>. The officials for each Game shall be assigned by the coordinator of football officiating of the conference of the Visiting Team (and shall be paid for by the Visiting Team).
- 6. <u>COMPENSATION to VISITING TEAM</u>. There will be no exchange of game guarantees. Revenue from radio and television shall be distributed between the parties as set forth in Sections 9 and 10 of this Agreement.

## 7. ALLOCATION of TICKETS.

- A. Ticket prices will be established by the Home Team
- B. Band members (not to exceed 300), cheerleaders, and mascot (both cheerleaders and mascots shall not exceed 25) for each team shall be admitted without charge when in uniform. Seating for the band must come out of the

Visiting Team's ticket allotment and seats for the band shall not be in the coaching area. Unused tickets allocated for band seating will be returned to the Home team no later than 2 weeks prior to the game at no cost to the Visiting Team. A request by the Visiting Team for its band to perform on the field shall be made no later than July 1 of the year in which the game will be played (the parties recognize that Ohio State cannot play on Boston College's field). The Visiting Team band will perform will under the rules and regulations of the Home Team.

- C. The Visiting Team shall be allotted 4,000 tickets for sale to its fans. In July of the year the Home Team is to host, the Home Team will forward stadium seating chart indicating the location of the Visiting Team's allocation of seats. The Home Team will exercise its best efforts to provide seating for the Visiting Team which includes an agreed upon number of tickets with reasonable sideline locations and sight lines. Any tickets not sold by the Visiting Team must be returned to the Home Team no later than 2 weeks before the date of the game, or the Visiting Team will be responsible for paying the Home Team for said tickets.
- 8. <u>SIDELINE PASSES</u>. The Visiting Team shall be allowed 60 sideline passes at no charge. These passes shall be in addition to complimentary tickets and in addition to the free admission of cheerleaders and mascot. Such passes are for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity 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. The rights for all radio, National radio and for Satellite radio rest solely with the home team
- B. Notwithstanding the foregoing, the Visiting Team shall be allowed two free outlets, one for a live commercial radio broadcast for which it shall retain the revenue from such broadcast and one student non-commercial radio broadcast. All other radio broadcast rights, privileges and receipts therefrom shall belong exclusively to the Home Team.
- 10. <u>TELEVISION.</u> Television rights will be governed by any existing or future crossover agreements between the Atlantic Coast Conference and the Big-10 Conference. In the absence of such an agreement, all television and broadcasting rights rest solely with the home team.
- 11. <u>PROGRAMS.</u> The Visiting team shall be furnished 100 free programs, to be delivered to its dressing room at least one (1) hour before game time.

12. <u>CONCESSIONS, PARKING AND PROGRAM INCOME</u>. 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.

#### 13. INTENTIONALLY DELETED

- 14. ARRIVAL OF TEAMS. The teams shall present themselves at the site of the Game in condition to play at least 30 minutes before the time advertised as the starting time of the Game.
- 15. IMPOSSIBILITY. If an unforeseen catastrophe or disaster make impossible the playing of the Game by either Team, that Game shall be canceled, and neither Team shall be responsible to the other for any loss or damage. Notwithstanding the proceeding sentence, any financial obligations incurred by either party for promotion of the Game shall be shared equally. Cancellation of a contest under this section 15 shall not be deemed as a breach of this Agreement. Notice of such a catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the Teams' obligations as to subsequent Games covered by this Agreement.

# 16. DAMAGES.

- A. If this agreement is breached by the Visiting Team, if no Game of a similar stature is scheduled by the Home Team to replace the one canceled because of the breach, then the Visiting Team shall pay to the Home Team:
- (I) expenses incurred by the Home Team, if any, in preparing for the event. which expenses shall include actual expenditures prior to the breach which cannot be avoided after the breach; and
- (II) A liquidated sum of \$300,000. The parties agree that it is difficult to predict attendance and revenue for any event, so that such \$300,000 shall represent liquidated damages for the Home Team's loss of revenue.
- B. If this agreement is breached by the Home Team, and no Game occurs between the Home Team and Visiting Team as a result of such breach, and if no Game with a team or similar stature is scheduled by the Visiting Team to replace the one canceled as a result of the breach, then the Home Team shall pay the Visiting Team a liquidated sum of \$300,000. The parties agree that it is difficult to predict the attendance and revenues for any event, so that such \$300,000 shall represent liquidated damages for the Visiting Team's loss of revenue.

#### 17. INTENTIONALLY DELETED

18. INTEGRATION. This Agreement is the total agreement between the parties 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 parties hereto.

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

For BOSTON COLLEGE:

Name:

Gene Detilippo

Title:

Director of Athletics

For The Ohio St. University:

Name:

Geoff S. Chatas

Title:

Senior VP for Business and Finance and CFO

The Ohio State University ("OSU") and Boston College ("Visiting Team") entered into a Football Agreement (the "Agreement") effective on October 14, 2013. OSU and Boston College hereby desire to modify such Agreement as follows in this Addendum No. 1. The parties hereby desire to modify such Agreement as follows:

1) Section 2, Event: Section 2 should be deleted and replaced as follows:

Each party shall cause its varsity football team to play the other in a game of football (a "Game" or "Games") in accordance with the terms of this Agreement. The Games shall be held as set forth below:

Date	Place	* <u>Time</u>	Home Team
September 9, 2023	Columbus, OH	*TBA	Ohio St. University
September 7, 2024	Chestnut Hill, MA	*TBA	Boston College

Unless modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 on the dates written below.

THE OHIO STATE UNIVERSITY BY:	BOSTON COLLEGE () FV
Eugene Damith Associate Vice President and Director of Athletics	Brad Bates Director of Athletics
16-20-13	1/11/13
Date	Date

20.5

Geoffrey S. Chatas Senior Vice President for Business and Finance and CFO

10.2313

Date

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The Trustees of Boston College ("Home Team") and The Ohio State University ("Visiting Team") entered into a Football Agreement on Aug 21, 2012 and Addendum No. 1 effective on October 14, 2013 (the "Agreement"). The Trustees of Boston College and The Ohio State University hereby desire to modify such Agreement as follows in this Addendum No. 2 The parties herby desire to modify such Agreement as follows

1) <u>Section 2, Event:</u> Section 2 should be deleted and replaced as follows:

Each party shall cause its varsity football team to play the other in a game of football (a "Game" or "Games") in accordance with the terms of this Agreement. The Games shall

be held as set forth below

Date	Place	Time	Home Team
September 09, 2023	Columbus, OH	TBA*	Ohio St. University
September 02, 2024	Chestnut Hill, MA	TBA*	Boston College

Unless modified above, the Agreement remains in full force and effect

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 on the dates written below:

**Brad Bates** 

**Director of Athletics** 

Date

THE OHIO STATE UNIVERSITY BY

Geoffrey S. Chatas, Sr. Vice President For Business & Finance, and CFO

The State University

Date

The Trustees of Boston College ("Home Team") and The Ohio State University ("Visiting Team") entered into a Football Agreement on August 21, 2012, Addendum No. 1 effective on October 14, 2013 and Addendum No. 2 dated August 9, 2014 (the "Agreement"). The Trustees of Boston College and The Ohio State University hereby desire to modify such Agreement as follows in this Addendum No. 3 The parties herby desire to modify such Agreement as follows:

Section 2, Event: Section 2 should be deleted and replaced as follows:
 Each party shall cause its varsity football team to play the other in a game of football (a "Game" or "Games") in accordance with the terms of this Agreement.

 The Games shall be held as set forth below:

<u>Date</u>	Place	<u>Time</u>	Home Team
September 19, 2026	Columbus, OH	TBA*	Ohio St. University
September 18, 2027	Chestnut Hill, MA	TBA*	Boston College

Unless modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 on the dates written below:

BOSTON COLLEGE BY	THE OHIO STATE UNIVERSITY BY:
Grad Dates	Ballo S Chafa
Brad Bates	Geoffrey S. Chatas, Sr. Vice President for Business & Finance, and CFO
Director of Athletics	
2/15/17	2.20.17
Date	Date



The Trustees of Boston College ("Home Team") and The Ohio State University ("Visiting Team") entered into a Football Agreement on August 21, 2012, Addendum No. 1 effective on October 14, 2013, Addendum No. 2 dated August 9, 2014 and Addendum No.3 dated February 20, 2017 (the "Agreement"). The Trustees of Boston College and The Ohio State University hereby desire to modify such Agreement as follows in this Addendum No. 4. The parties herby desire to modify such Agreement as follows:

# 1) Section 2, Event:

Section 2 should be deleted and replaced as follows:

Each party shall cause its varsity football team to play the other in a game of football (a "Game" or "Games") in accordance with the terms of this Agreement. The Games shall be held as set forth below:

<u>Date</u>	<u>Place</u>	<u>Time</u>	Home Team
September 15, 2035	Columbus, OH	TBA*	Ohio St. University
September 13, 2036	Chestnut Hill, MA	TBA*	Boston College

Unless modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 on the dates written below:

BOSTON COLLEGE BY:

Director of Athletics

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THE OHIO STATE UNIVERSITY BY:

Michael Papadakis, Sr. Vice President for

Business & Finance, and CFO

2,15:2022

Date