



VANDERBILT UNIVERSITY
NON-CONFERENCE
MEN'S BASKETBALL GAME CONTRACT

This AGREEMENT is made and entered into this 6th day of August 2004, in the city of NASHVILLE State of TENNESSEE by and between VANDERBILT UNIVERSITY (hereinafter designated as the HOME TEAM) and the UNIVERSITY OF TOLEDO (hereinafter designated as the VISITING TEAM).

WITNESS that:

1. The said parties mutually agree to cause their respective varsity teams to meet in the city of Nashville in the State of Tennessee on the 19th day of November, 2004, and then and there engage in a game of Basketball. Game time is TBA.
2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of the SOUTHEASTERN CONFERENCE and of the MID-AMERICAN CONFERENCE with each team subscribing to the rules and regulations of its own conference.
3. Ticket prices shall be set by the HOME TEAM.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation, the fixed sum of \$35,000 and \$10,000 in NIKE Merchandise.
5. The HOME TEAM shall allot the VISITING TEAM 50 complimentary tickets.
6. The radio broadcast of the game shall be the property of both participating teams. The rights of each team are as follows: The HOME TEAM shall provide space for one free broadcast outlet for the purpose of exclusive broadcast on the established radio network of the VISITING TEAM. All other broadcast rights and privileges and receipts therefrom shall belong exclusively to the HOME TEAM.
7. Television rights shall be the property of both teams and conform to existing conference and national governing body contracts. No live television of the games covered by this contract shall be permitted without written permission of both participating institutions and a written agreement as to the rights fees derived therefrom.
8. Officials for the game shall be assigned by the SOUTHEASTERN CONFERENCE.
9. It is agreed by both parties that in the event of a breach by either party, actual damages would be of an uncertain amount and, in view of that fact, the breaching party shall pay the non-breaching party \$45,000 as reasonable and contemplated liquidated damages.
10. Note: The unique design of Memorial Gymnasium mandates that the team benches will be located at the ends of the basketball court during games in Nashville. The team bench area contains standard dimensions for the coaches box as defined in the rules manual.
11. This contract is null and void if not signed by the VISITING TEAM and returned to the HOME TEAM by September 6, 2004.
12. The following additional games shall be played under the same terms and conditions, unless otherwise indicated, on the following dates and times:

DATE
N/A

PLACE
N/A

TIME
N/A

Patricia Mares Jr David Williams

Vice Chancellor & General Counsel Date
Vanderbilt University

8/6/04

Mike [Signature]

Director of Athletics
University of Toledo

Date

8/12/04

[Signature]



VANDERBILT UNIVERSITY
 NON-CONFERENCE
 MEN'S BASKETBALL GAME CONTRACT

COPY

This AGREEMENT is made and entered into this 25th day of August 2006, in the city of NASHVILLE State of TENNESSEE by and between VANDERBILT UNIVERSITY (hereinafter designated as the HOME TEAM) and the UNIVERSITY OF TOLEDO (hereinafter designated as the VISITING TEAM).

WITNESS that:

1. The said parties mutually agree to cause their respective varsity teams to meet in the city of Nashville in the State of Tennessee on the 2nd day of December, 2006, and then and there engage in a game of Basketball. Game time is TBD.
2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of the SOUTHEASTERN CONFERENCE and of the MID-AMERICAN CONFERENCE, with each team subscribing to the rules and regulations of its own conference.
3. Ticket prices shall be set by the HOME TEAM.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation, the fixed sum of \$6,000 payable to Team Sports.. Vanderbilt will return the game to Toledo during the 2007-08 season at a mutually agreed upon date.
5. The HOME TEAM shall allot the VISITING TEAM 50 complimentary tickets.
6. The radio broadcast of the game shall be the property of both participating teams. The rights of each team are as follows: The HOME TEAM shall provide space for one free broadcast outlet for the purpose of exclusive broadcast on the established radio network of the VISITING TEAM. All other broadcast rights and privileges and receipts therefrom shall belong exclusively to the HOME TEAM.
7. Television rights shall be the property of both teams and conform to existing conference and national governing body contracts. No live television of the games covered by this contract shall be permitted without written permission of both participating institutions and a written agreement as to the rights fees derived therefrom.
8. If available, officials for the game shall be a BLEND CREW. If not available, officials shall be assigned by the MID-AMERICAN CONFERENCE for the Dec. 2, 2006 game and by the SOUTHEASTERN CONFERENCE for the 2007-08 game.
9. It is agreed by both parties that in the event of a breach by either party, actual damages would be of an uncertain amount and, in view of that fact, the breaching party shall pay the non-breaching party \$100,000 as reasonable and contemplated liquidated damages.
10. Note: The unique design of Memorial Gymnasium mandates that the team benches will be located at the ends of the basketball court during games in Nashville. The team bench area contains standard dimensions for the coaches box as defined in the rules manual.
11. This contract is null and void if not signed by the VISITING TEAM and returned to the HOME TEAM by September 6, 2006.
12. The following additional games shall be played under the same terms and conditions, unless otherwise indicated, on the following dates and times:

DATE
2007-08 Season

PLACE
University of Toledo

TIME
TBD

David Williams II 8/25/06
 Vice Chancellor & General Counsel Date
 Vanderbilt University

Mike O'Brien 9/5/06
 Director of Athletics Date
 University of Toledo

9-1-06

BF 8-25-06
 RW 9/25/06