

INSTRUCTIONS FOR REVIEW AND APPROVAL OF ATHLETIC CONTEST AGREEMENTS (“GAME CONTRACT(S)”)

I. Oakland University Game Contract (Standard Form):

The Associate Athletic Director for Administration may review and approve Game Contracts when using the Oakland University standard form agreement with no changes to Article V, VII, or VIII of the Game Contract. Office of Legal Affairs (OLA) approval is not required, but can be requested at any time.

II. Third Party Game Contract:

The Associate Athletic Director for Administration may review and approve third party Game Contracts without prior OLA approval in instances when a Game Contract contains:

- a. Either no Choice of Law provision or Michigan law governs the Game Contract;
- b. No Indemnification provision; and
- c. Either no liquidated damages provision or if there is a liquidated damages provision, a provision that relieves Oakland University of any liquidated damages obligation resulting from a Force Majeure event. In the absence of such a provision, the Associate Athletic Director for Administration can add the following language to the Liquidated Damages provision:

“Neither party shall owe liquidated damages in the event the game is cancelled due to force majeure.”

- III. The individual signing the Game Contract on the University’s behalf¹ is responsible for completing and processing the Game Contract as set forth in these instructions, and complying with all other applicable University policies and procedures, before signing the Game Contract. Compliance will be the subject of internal audit.
- IV. Please contact OLA at legalaffairs@oakland.edu or ext. 3110 if you have any questions regarding these instructions or any Game Contract.

¹ If you have questions about whether you are authorized to sign a Game Contract on the University’s behalf, please consult Policy 410 Contracting and Employment Appointment Authority and Exhibit 1 - Signature Authority Chart found at <https://www.oakland.edu/policies/>

MEMORANDUM OF AGREEMENT

between

OAKLAND UNIVERSITY

and

In the sport of:

ARTICLE I: The rules governing participation in such events shall be established by the respective institutions, their conference and/or association, and the NCAA.

ARTICLE II: The above institutions agree that the contests between their varsity teams shall be held in accordance with the following conditions:

Date: _____ Time: _____
Location: _____ Officials: _____
Guarantee: _____

ARTICLE III: Special Arrangements/Conditions: _____

ARTICLE IV: Arrangements available:

Athletic Trainer	_____	Towels	_____
Training Room	_____	Practice Balls	_____
Locker Room	_____	Other	_____

ARTICLE V: All television, radio, film and other broadcast rights to the game, if any, are the property of Oakland University and the visiting institution shall have no right to any payments for television, radio, film or other broadcast rights. Notwithstanding the foregoing, the visiting institution shall be allowed one outlet for live commercial broadcast for which it shall retain the revenue from such broadcast, and one student non-commercial radio broadcast.

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ARTICLE VI: Either party failing to comply with the conditions of this contract, either by cancellation or failure to appear, shall forfeit money as liquidated damages in the amount of \$ _____ unless such cancellation shall be by mutual consent, in which case this agreement shall be null and void.

ARTICLE VII: In the event that the contest is prevented because of an act of God or other Force Majeure event including, but not limited to, accident, fire, explosion, hurricane, flood, blackout, strike, riot or commotion, war, order or action of the NCAA or any court or governmental authority, then this agreement shall terminate and the parties shall be relieved of all obligations and liability to the other.

ARTICLE VIII: Any payment required by this agreement shall be made within 90 days of the date of the contest was to take place. If a party is forced to enforce collection of any payments, then the non-breaching party shall be entitled to all expenses incurred in collection including reasonable attorney fees and expenses.

Approved:

Oakland University Athletics

Head Coach: _____
Signature: _____
Date: _____

Head Coach: _____
Signature: _____
Date: _____

Athletic Director: _____
Signature: _____
Date: _____

Athletic Director: _____
Signature: _____
Date: _____

Please sign and return one copy to Jennifer Swiatowy, Assistant Athletic Director for Administration at swiatowy@oakland.edu.