



University of the Incarnate Word Athletic Contest Agreement



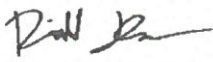
This Agreement is between the University of the Incarnate Word (UIW) as the host Institution, and the Visitor Institution indicated below, and is effective and binding as of the date this document is signed by authorized representatives of both Institutions. The terms of this Agreement are as follows:

UIW- Host Institution: <i>(include name and address)</i>	University of the Incarnate Word <i>Attention: Brian Davis wbdavis@uiwtx.edu</i> 4301 Broadway, CPO 288 San Antonio, Texas 78209 Phone: (210) 805-3095	
Visitor Institution: <i>(include name, email, address, and phone)</i>	University of New Mexico Attn: Ray Birmingham 1 University of New Mexico Albuquerque, NM 87131-0001 bhigelin@unm.edu (505) 307-2604	
Sport:	Baseball	
Contest Location(s):	Sullivan Field	
Contest Date(s):	March 10 & 11, 2020	Time(s): 6:30pm, 6:30pm
Compensation Amount:	\$2,000	
Travel Commitment:	\$0	
Complimentary Tickets:	50	
Forfeiture Fee:	\$5,000	
Other Commitments	N/A	
Special Arrangements:	N/A	

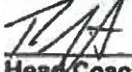
1. **Contest:** The Institutions agree that their respective teams in the **Sport** indicated above will compete at the **Contest Location**, on the **Contest Date** and **Time**. UIW may, for good cause, including accommodation of regional or national television, change the **Time** or **Contest Date**, subject to consent of **Visitor**, and consent will not be unreasonably withheld.
2. **Compensation and Expenses:** UIW agrees to pay **Visitor** the **Compensation Amount** above, within 90 days after the last **Contest Date**. Unless otherwise stated in this Agreement, **Visitor** is responsible for its own travel arrangements and expenses associated with the Contest.
3. **Travel Commitment:** UIW agrees to provide hotel rooms or other non-monetary consideration (if any) to **Visitor** indicated above.
4. **Event Management:** UIW is responsible for all aspects of event management, including security for participants and spectators, event staff and managers, and adequate facility preparation.
5. **Complimentary Tickets:** **Visitor** will receive complimentary tickets as indicated for each Contest played under this Agreement. Upon request made at least one month before the Contest by **Visitor**, its cheerleaders and mascot will be admitted free of charge and permitted to perform if in uniform. Complimentary tickets will meet minimum requirements of the Southland Conference.
6. **Other Commitments and Special Arrangements:** The Institutions agree to fulfill **Other Commitments** and **Special Arrangements** indicated above.

7. **Eligibility and Rules:** The Contest will be governed in all respects, including the eligibility of players who are to participate, by the rules and regulations of the respective athletic conferences and National Collegiate Athletic Association (NCAA). In the event of any conflict in the rules or regulations: (a) if both teams are members of the same conference, the conference rules and regulations shall control; and (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules and regulations shall control.
8. **Game Officials:** Contest officials will be selected by the Southland Conference, and all expenses shall be paid by UIW, unless otherwise stated in the **Special Arrangements** section.
9. **Forfeiture Fee:** If either team fails to appear or participate for the Contest(s), the Institution of the team which cancelled or failed to appear will pay to the other Institution the Forfeiture Fee indicated above. The Institutions agree that this sum represents reasonable damages caused as a result of failure. Payment pursuant to this provision will be paid within 30 days after the scheduled Contest Date.
10. **Intervening Events:** Neither Institution will be considered in default of the Agreement for failure or delay in the performance of this Agreement, nor for any other breach, loss or damage if the cancellation is due to an Act of God, natural disaster, national emergency, labor disputes, orders of a state or federal court or authority, or governing association or body of which either Institution is a member. If either Institution fails to maintain NCAA Division status or conference or NCAA rules change that no longer allow the game, the Contest will be cancelled without liability or Forfeiture Fee to be paid by either Institution.
11. **Media Rights:** Except as otherwise stated in this Agreement and subject to any rights held by the NCAA or Southland Conference, all media and broadcast rights, including radio, television, and live-streaming belong exclusively to UIW and are governed by the rules of the Southland Conference.
 - a. **Radio Rights:** With the consent of UIW, UIW will provide **Visitor** space for one complimentary radio broadcast outlet designated as the **Visitor's** official broadcast station.
 - b. **Television Rights:** All television rights and fees are property of the UIW. Both UIW and **Visitor** may use recorded footage of any game under this Agreement for: (i) file, reference, audition, promotional and publicity purposes; (ii) any non-broadcast, non-commercial purpose not in conflict with the rights granted in this Agreement; and (iii) highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of **Visitor** or its conference.
12. **Other Governing Terms:** The rights and obligations under this Agreement are not assignable or transferable. This Agreement is governed by and construed under the laws of the state of Texas. If either Institution files a lawsuit to enforce the terms and provisions, the losing party shall pay the prevailing party reasonable attorney's fee.
13. **Entire Agreement:** This Agreement is the total agreement between the two parties. This Agreement may be amended only in a writing signed by the authorized representatives of each Institution.
14. **Execution of this Agreement:** Each individual signing below represents and warrants that he/she is authorized to sign this Agreement on behalf of the Institution represented.


University of the Incarnate Word

 11/18/19

Athletic Director



Head Coach

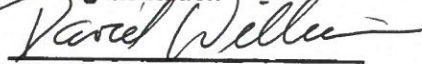
 12/10/19

VP Finance

Please return executed copy to:
 University of the Incarnate Word
 Attention: Brian Davis,
 wbdavis@uiwtx.edu
 Mail: 4301 Broadway, CPO 288
 San Antonio, Texas 78209

New Mexico

Visiting Institution



Athletic Director

Head Coach

 12/19/19

VP Finance