

**THE UNIVERSITY OF TEXAS AT AUSTIN**  
**BASEBALL COMPETITION AGREEMENT**

This Baseball Competition Agreement (this "Agreement"), is made and entered into by and between **The University of Texas at Austin**, (hereinafter referred to as "Host Team") and **University of New Mexico**, (hereinafter referred to as "Visiting Team"). For and in considerations and provisions set forth herein, the parties agree as follows:

**FIRST:** The Host Team and Visiting Team, mutually agree that their respective intercollegiate men's baseball teams will compete against each other in game(s) of baseball, which shall be held on the date(s) and at the site set forth below "Game(s)".

**Game:**

*Sport:* **Baseball**

*Site:* **UFCU Disch-Falk Field** *City & State:* **Austin, Texas**

*Date:* **Friday, March 13, 2020**

*Time:* **TBD**

**Game:**

*Sport:* **Baseball**

*Site:* **UFCU Disch-Falk Field** *City & State:* **Austin, Texas**

*Date:* **Saturday, March 14, 2020**

*Time:* **TBD**

**Game:**

*Sport:* **Baseball**

*Site:* **UFCU Disch-Falk Field** *City & State:* **Austin, Texas**

*Date:* **Sunday, March 15, 2020**

*Time:* **TBD**

**SECOND:** **Consideration.** Host Team will pay to the Visiting Team a guaranteed amount of fifteen thousand dollars (\$15,000), for participation by Visiting Team in the game. The guaranteed payment will be paid within thirty (30) days of completion of the final scheduled contest(s).

**THIRD:** **Governing Rules.** This contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and the conference or association to which either or both parties may belong.

**FOURTH:** **Game Officials.** Game Officials will be assigned appointed by the Host Team.

**FIFTH:** **Tickets.** Visiting Team shall be allowed **60**, complimentary tickets per game.

**SIXTH:** **Television Broadcast.** The Visiting Team acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed, including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology, home baseball games shall be retained by the Host Team or its conference, and (b) the Host Team or its conference shall have the exclusive right to retain all revenues derived from the telecast or distribution of the game(s) played pursuant to this Agreement.

- SEVENTH:** **Radio Broadcast, Internet Audio Streaming.** The radio broadcast of the game(s) shall be under control of the Host Team. The Host Team shall retain revenue from radio rights. The Host Team shall provide one radio outlet free of charge for the Visiting Team, and the Visiting Team shall retain revenue derived therefrom. Each institution may deliver the broadcast to its respective radio network, to include audio streaming on the internet.
- EIGHTH:** **Cancellation.** If either team cancels the scheduled Game(s), and the parties are unable to arrange a mutually agreeable alternative Game, the cancelling team shall pay to the other team a cancellation fee of \$15,000 due within thirty (30) days after the scheduled Game date.
- NINTH:** **Force Majeure.** Neither party shall be considered in default of this Agreement for the failure of its intercollegiate baseball team to appear and participate in the Game for reasons due solely to acts of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear.
- TENTH:** **Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment shall be effective unless reduced to writing and signed by an authorized representative of each party.

**IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.**

**For: The University of Texas at Austin:**

**For: University of New Mexico**

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| <p>DocuSigned by:</p> <p>By: <u>Linda Shaunessy</u></p> <p><del>Linda Shaunessy</del></p> <p>Business Contracts Administrator</p> <p>Date: <u>2019-11-11   10:03:23 PST</u></p> | <p>By: <u>David Willis</u></p> <p><del>Ray Birmingham</del> Deputy AD</p> <p><del>Head Coach</del> – Baseball</p> <p>Date: <u>11-15-19</u></p> |
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**PLEASE RETURN A COPY OF THE FULLY EXECUTED AGREEMENT TO:**

**Attn:** Linda Shaunessy, Business Contracts Office  
**Email:** [vpcfo.contracts@austin.utexas.edu](mailto:vpcfo.contracts@austin.utexas.edu)