



**BASEBALL ATHLETIC CONTEST AGREEMENT**

This Agreement made on **November 5, 2019** between the athletic authorities of Grand Canyon University ("GCU"), and **University of New Mexico** (the "Visiting Team").

**Purpose:** The purpose of this Agreement is to confirm contest arrangements between the baseball teams from GCU and the Visiting Team to be played during the **2019-2020 baseball** season.

**1. EVENT:** The parties agree to have their respective varsity teams play each other in accordance with the following terms and conditions:

**Date(s): March 3-4, 2020**

**Location:** Grand Canyon University

**Time(s): 6PM (3/3/20) & 2PM (3/4/20)**

**Officials:** Assigned by the Western Athletic Conference

**Game Guarantee:** 36 hotel room nights (2 nights x 18 rooms)

**Complimentary Tickets:** 50

**Cancellation Penalty:** \$20,000

**Other provisions:** None. This concludes the H/H series from the 2018-2019 season.

**2. Cancellation:** Either institution failing to comply with Section 1 of this Agreement, either by choosing to cancel the contest or failing to appear shall pay the non-defaulting party the amount of \$20,000.00 as liquidated damages, unless such cancellation is mutually agreed upon by both institutions. In such case, the Agreement is null and void unless there exists the conditions specified in Section 5 of this Agreement.

**3. Television/Radio:** Any television or radio broadcast shall be done only with the permission of GCU and is subject to payment of rights fees as designated by GCU. GCU will provide one radio line at no cost.

**4. Rules of the Contest:** The contest shall be governed by the National Collegiate Athletic Association (NCAA) rules as in effect at the time of the contest.

**5. Unforeseen Cancellation:** If an unforeseen disaster or catastrophic event makes it impossible to play the contest, the contest will be postponed and rescheduled at a date and time mutually agreed upon by both parties.

In the event of such cancellation, as defined in this paragraph, the cancellation shall not be deemed as a breach of contract for which damages are payable under Section 2. Notice of cancellation shall be given from either party as soon as such event occurs but at least within 48 hours after such catastrophe or disaster.

**6. Modifications:** This Agreement is the total contract between both institutions and any modifications to this Agreement must be made in writing and signed by both parties.

**7. Applicable Laws:** This Agreement and the terms and provisions hereof shall be governed by the laws of the State of Arizona.

**8. Due Date:** This contract will be null and void if not signed and returned to Grand Canyon University prior to **November 30, 2019**

**9. Execution of this Agreement:** Each of the persons executing this Agreement, on behalf of his/her institution, hereby warrants that they are duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

For: **GRAND CANYON UNIVERSITY**

For: **UNIVERSITY OF NEW MEXICO**

By: [Signature] Date: 11/12/19  
Andy Stankiewicz, Baseball Head Coach

By: [Signature] Date: 11/12/19  
Director of Athletics Deputy AD

By: [Signature] Date: 11-12-19  
Jamie Boggs, Interim Vice President of Athletics

