



THE UNIVERSITY OF
ARIZONA
 TUCSON ARIZONA®



ATHLETIC CONTEST AGREEMENT

THIS AGREEMENT made and entered into this 15 day of November, 2019, by and between the athletic authorities of **THE UNIVERSITY OF ARIZONA** and **The University of New Mexico** and their duly authorized agents stipulates:

1. The **Baseball** teams representing the above named entities shall play each other on the dates and at the times and place indicated below:

DATE
Tuesday, April 21, 2020

TIME
6:00PM

EVENT SITE
**Hi-Corbett Stadium
 Tucson, Arizona**

** All game times subject to scheduling by Pac-12 Network.*

2. Financial arrangements/entry fees: **The University of New Mexico will receive \$7,000.**
 Mailing Address: **Eddie Nunez, Director of Athletics
 Attn: Ray Birmingham - Baseball
 University Of New Mexico Athletics Department
 Colleen J. Maloof Administration Building
 1 University of New Mexico
 MSC04 2680
 Albuquerque, NM 87131-0001**
3. Force Majeure Clause: Neither party to this Agreement shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage caused by force majeure. For the purposes hereof, "force majeure" means war, natural disaster, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages of materials, blockade, riot, civil disorder, or any similar cause beyond the reasonable control of the party obligated to render performance (but excluding financial inability to perform, however caused).
4. Penalty: In case of cancellation or failure to appear for the contest, the party cancelling or failing to appear shall pay a Cancellation Fee in the amount of **\$5,000.00** as a direct result on the cancellation/forfeiture, unless it is due to an act of God or other event or condition beyond the control of the institution.
5. The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the respective conferences, institutions, and/or associations.
6. **ENTITIES**
 For all references to the "Host Institution" and/or "Visiting Institution" that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for local radio rights (which are retained by the participating institution). For all references to the "Host Institution" or "Visiting Institution" that involve non-Pac-12 Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.
7. **RADIO**
 The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations. The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

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8. TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.

2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.

3. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).

4. The Host Institution agrees to provide the Visiting Institution with one 30-second message if the game is selected for a national broadcast network or national cable network telecast.

5. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game (including, but not limited to, programs like coaches' shows, DVDs, web site highlights, etc.) without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed 5 minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network, Mtn.).

B. Contact

Questions dealing with interpretations of the Pac-12 Baseball Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Colonial Athletic Association Agreements should be addressed to the Colonial Athletic Association Commissioner, Television.

THE UNIVERSITY OF ARIZONA

The University of New Mexico

(visiting team)



(signature)

(signature)

TITLE: Assistant VP/Chief Operations Officer

TITLE: Deputy AD

DATE: November 15, 2019

DATE: 11-27-19

SIGN BOTH COPIES, RETAIN ONE COPY and RETURN ONE TO:

Derek van der Merwe
Assistant Vice President/Chief Operations Officer
McKale Center, Room 233
The University of Arizona
P.O. Box 210096
Tucson, AZ 85721-0096

