



WASHINGTON

BASEBALL ATHLETIC CONTEST AGREEMENT

THIS AGREEMENT is made and entered into as of April 21, 2021 by and between the UNIVERSITY OF WASHINGTON, hereinafter called "Host Institution," and the UNIVERSITY OF NEW MEXICO, hereinafter called "Visiting Institution," and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties desire to provide hereby for the participation by the intercollegiate baseball teams representing the respective Parties in a three game series ("event"),

NOW, THEREFORE, the Parties hereby agree as follows:

1. The baseball teams representing the respective Parties will participate in three games at Husky Ballfield, hereinafter called "event site," in the City of Seattle, State of Washington. The Visiting Institution shall participate in the following games (subject to change).

Friday, April 23, 2021, 5:05pm

Saturday, April 24, 2021, 2:05pm

Sunday, April 25, 2021, 1:05pm

2. For and in consideration of the participation by the Visiting Institution in the event, Host Institution agrees to secure and pay for airline tickets for thirty-nine (39) individuals.
3. Visiting Institution agrees to pay liquidated damages in the sum of \$14,000 to the Host Institution if the failure to produce its team and to play the games is caused by reasons other than those set forth in section 11 of this Agreement.
4. Each Party shall be governed by the eligibility rules of the NCAA, the conference to which the institution belongs, and its own institution. Each Party shall adhere to all Covid-19 testing protocols put forth by the NCAA, the Pac-12 Conference, and the State of Washington as of the competition date stated in Section 1. Each Party shall be responsible for their own arrangements and expenses related to testing.
5. The games played pursuant to this Agreement shall be managed by the Host Institution.
6. Host Institution will issue **45 complimentary tickets** to the Visiting Institution. The Visiting Institution acknowledges and understands that pursuant to state, county, NCAA, Pac-12 Conference, and/or Host Institution regulations, attendance at the competition by individuals not directly affiliated with a team (i.e. fans, band, player guests, broadcast personnel, etc.) may be precluded.
7. BROADCAST. All television and streaming rights are owned and managed by the Host Institution's conference. Therefore, any use of footage for live or delayed telecasts may only be granted by the Host Institution's conference.
8. Officials for the game shall be appointed by the Pac-12 Conference.

UNIVERSITY OF WASHINGTON DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

GRAVES BUILDING BOX 354070 SEATTLE, WASHINGTON 98195-4070
206-543-2210 PH 206-685-4668 FAX WWW.GOHUSKIES.COM

Baseball Game Agreement

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9. DISTRIBUTION OF REVENUE. All of the broadcast rights fees, if any, shall be retained by the Host Institution and its conference. Any rights fees received by the broadcast institution(s) shall be retained by the broadcast institution(s) for both a live and delayed broadcast of the game(s).
10. The University of Washington shall be permitted within both bench areas, to exhibit a sponsor's name/logo or a brand name/logo on coolers, cups, and towels. No other visual display of sponsor's names/logos and advertising shall be permitted within the team bench areas with the exception of team uniforms and staff and coaches' clothing.
11. It is understood and agreed that neither Party can foresee exigencies beyond the control of either Party which may arise by reason of unusual occurrences, Acts of God and nature, and Acts of the Common Enemy and which would make desirable or necessary the cancellation of this Agreement or any portion thereof, and, therefore, if either Party, because of the occurrence of such an exigency, should indicate in writing its desire to cancel this Agreement or a portion thereof, the Agreement to that extent shall be cancelled and the Parties will be responsible for their own costs and obligations.
12. Each Party shall be solely responsible for payment of any assessments due its own Conference or any other governing body.
13. Notwithstanding any other terms of this Agreement, this Agreement may be terminated without penalty if so required by federal, state, country or institutional directives due to conditions surrounding the coronavirus pandemic or COVID-19 including, but not limited to, illness, quarantines, travel or other restrictions, shelter in place orders or any other conditions that have been deemed to make participation in this sporting event unsafe for either party. To be clear, if this Agreement is terminated under this provision, neither party will be subject to any payment obligation to the other party, including, without limitation, any penalties, liquidated damages, or other costs.

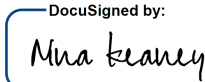
The persons executing this Agreement on behalf of the respective Parties, hereby warrant that they are duly authorized and empowered by the Parties so to execute.

IN WITNESS WHEREOF, the Parties hereto hereunto have set their hands the day and year first above written.

UNIVERSITY OF WASHINGTON

UNIVERSITY OF NEW MEXICO

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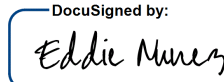
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Nina Keaney
Senior Associate Athletic Director

4/21/2021

(Date)

DocuSigned by:



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Eddie Nunez
Director of Athletics

4/21/2021

(Date)