

TEXAS TECH UNIVERSITY

BOX 43031
LUBBOCK, TEXAS 79409-3031
(806) 742-1438

Official Athletic Contest Agreement

This Agreement (the "Agreement") is entered into between the parties, TEXAS TECH UNIVERSITY and University of New Mexico. The parties agree to the following terms and conditions, effective this 6 day of October, 2021.

- 1. TEAM PLAY:** The Baseball teams of the two above mentioned institutions will play 2 contest(s) of Baseball on the following dates or on a date mutually agreed to in writing by both parties, sites and times below, as guaranteed for the following sums:
on March 15, 2022, at Rip Griffin Park at 6:30 A.M./P.M. Guarantee \$ -0-
on March 16, 2022, at Rip Griffin Park at 1:00 A.M./P.M. Guarantee \$ -0-
on _____, _____, at _____ at _____ A.M./P.M. Guarantee \$ _____
on _____, _____, at _____ at _____ A.M./P.M. Guarantee \$ _____
- 2. ELIGIBILITY:** The contest(s) are governed in all respects, including eligibility of the team participants, by the respective conference, institution, and/or association rules.
- 3. FINANCIAL ARRANGEMENT:** In consideration of playing the above listed contest(s), the home team agrees to pay to the visiting team the sum(s) listed above, as a guarantee per contest, to be paid on or before thirty (30) days after the contest.
- 4. BREACH OF CONTRACT:** In case either party fails to produce its team and play said contest on said date at the place agreed, except for reason of Force Majeure, or breaks any clause of this Agreement without the permission of the other party to this Agreement, it shall pay to the party not at fault the sum of \$ 5,000.00, as forfeit within one week of the date on which the contest was to occur. This amount is inclusive of the game guarantee paid by the home team.
- 5. COMPLIMENTARY TICKETS:** The visiting team will be given 50 complimentary tickets or a pass list for people.
- 6. GAME OFFICIALS:** Game officials will be appointed by Division I Certified, and the expenses of said officials are the responsibility of the home team.
- 7. FORCE MAJEURE:** "Event of Force Majeure" means an event beyond the control of either party which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; directive of athletic conference or NCAA authority; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the dates of the athletic contest(s)). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 8. CANCELLATION CLAUSE:** This Agreement may be modified or canceled at any time by written, mutual consent of the parties, or due to any circumstances beyond the control of either party.
- 9. MISCELLANEOUS PROVISIONS:** _____

10. DISPUTE RESOLUTION: The parties will utilize the dispute resolution process provided for in Texas

Government Code 2260 for all disputes arising from this Agreement.

11. TRAFFICKING OF PERSONS: Under §2155.0061, Texas Government Code, University of New Mexico certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

12. TELEVISION RIGHTS: The parties agree to use commercially reasonable efforts to cause the contest(s) to receive maximum exposure, including exposure via television if possible. Texas Tech University shall control the rights of release for live and delayed telecast of the contest, but University of New Mexico may also enter into agreements for television and radio coverage of the contest(s), subject to approval of Texas Tech University, which shall not be unreasonably withheld so long as the provisions thereof do not conflict with the provisions of the applicable media contracts of Texas Tech University or the Big 12 Conference, (the “Host Media Agreements”).
University of New Mexico shall not be limited in terms of radio broadcast distribution via satellite, terrestrial or Internet; although Texas Tech University must approve all terrestrial radio affiliates within its home state, which approval will not be unreasonably withheld.

13. RADIO AND OTHER BROADCAST RIGHTS: Texas Tech University shall own the live radio and other broadcasting rights. Proceeds from Texas Tech University radio broadcasting shall belong to Texas Tech University. However, University of New Mexico will be given an outlet free of charge for radio broadcasts and other broadcasting rights. Revenue collected by University of New Mexico shall belong to University of New Mexico.

14. ELIGIBILITY AND ATHLETIC STAFF/STUDENT-ATHLETE COVID-19 TESTING: The eligibility of all players who are to participate in the Game(s) shall be determined by rules and regulations of the Big 12 Conference (“Big 12”), Mountain West (“insert opponent’s applicable conference”) and the National Collegiate Athletic Association (“NCAA”). The Parties agree that all athletic staff and student-athletes attending the Game(s) will be tested prior to the Game(s) in accordance with NCAA Standards for Practice and Competition found at <https://www.ncaa.org/sport-science-institute/resocialization-collegiate-sport-developing-standards-practice-and-competition>.

EXECUTION OF THIS AGREEMENT

TEXAS TECH UNIVERSITY

Department of Athletics *Date*
Title: _____

For the University *Date*

University of New Mexico

(Visiting team name)
todbrownz1@unm.edu

(Address)
Attn: **Tod Brown**

David Williams Nov 1, 2021
David Williams (Nov 1, 2021 11:07 MDT)

Director of Athletics *Date*

For the University *Date*