



**UNIVERSITY OF CALIFORNIA
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS**

THIS AGREEMENT is made and entered by and between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, Berkeley Campus on behalf of its
Department of Intercollegiate Athletics
And
UNIVERSITY OF NEW MEXICO

University of New Mexico located in **Albuquerque, New Mexico** agrees to participate in three contests in the sport of **Baseball** with the following terms:

| | | |
|---------------------|---------------------|--|
| <u>Date:</u> | <u>Time:</u> | <u>Place:</u> |
| May 13, 2022 | 5:05 PM* | Evans Diamond, Berkeley, California |
| May 14, 2022 | 3:05 PM* | Evans Diamond, Berkeley, California |
| May 15, 2022 | 1:05 PM* | Evans Diamond, Berkeley, California |

***Game times are subject to change**

1. Officials shall be the responsibility of the University of California, Berkeley.
2. The contest shall be governed in all aspects by the rules and regulations of the NCAA and Pacific-12 Conference.
3. All players or contestants representing either institution shall be eligible under the rules and regulations of the NCAA and respective conference.
4. University of California, Berkeley shall pay **University of New Mexico** an amount of **\$15,000** no later than 60 days after the date of competition. In the event that the game is either not open to the public or the number of the public permitted to attend is limited by either public health, state, local, NCAA, conference or university policies or directives, the Parties agree to renegotiate the previously stated amount.
5. Number of complimentary tickets provided: **Forty (40)**
6. The visiting team will have space for one radio broadcasting outlet for broadcast within the visiting team radio ADI. All other broadcast right, privileges, and receipts there from shall belong to the home team.
7. Television coverage of the game(s) must be mutually agreed upon by both parties hereto.
8. Number of complimentary parking permits provided: **None**

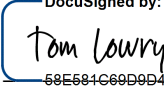
Parking is highly restricted on campus, all parking tickets are the responsibility of the visiting team.

9. Meal(s) provided: **None**
10. Lodging provided: **None**
11. Additional considerations: **None**
12. There shall be a cancellation fee in the amount of **\$5,000** payable to the UC Regents in the event that **University of New Mexico** cancels at any time and the parties are unable to arrange a mutually agreeable alternative competition date.
13. A game shall be canceled if it becomes impossible, impracticable, or prohibited to play the game by reason of bad weather; air quality; an unforeseen catastrophe or disaster such as fire, flood, earthquake, pandemic, terrorist act, or act of political sabotage, war, or confiscation; any order of government, military or public authority; or any prohibitory or injunctive order of any competent judicial or other governmental authority, civil or military. In such case, neither Party shall be responsible to the other for any loss or damage. The Host Team, in consultation with the Visiting Team, shall determine whether it is impossible, impracticable, or prohibited to play the game pursuant to the Host Team's policies and procedures, subject to NCAA rules and applicable law. Cancellation of a game under this Paragraph shall not be deemed a breach, default, or termination of this Agreement. The Host Team will notify the Visiting Team of the determination to cancel a game as soon as possible, and the Parties will discuss possible dates to reschedule the game. Except as agreed by the Parties, no such cancellation shall affect the Parties' obligations regarding subsequent games under this Agreement.
14. The parties and their student-athletes, coaches, and all other individuals associated with the parties present at the Game will comply with the Pac-12 Conference COVID-19 testing protocols and Game health requirements, as well as state, county, local, and university COVID-19 health requirements (as amended from time to time) in effect at that time. Host Institution agrees to provide Visiting Institution with any updates as they become available. Each institution is responsible for the cost of meeting the testing protocols and Game health requirements.

15. Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of that party's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the indemnifying party's negligent or intentional acts or omissions.

16. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and date first above written.

SIGNATURE:  DocuSigned by:
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Tom Lowry
Senior Associate AD, Chief Financial Officer

University of California, Berkeley

DATE: 08/15/2021

SIGNATURE:  DocuSigned by:
91B2C32F29A1409...

Name: Mike Neu

Title: HC

University of California, Berkeley

DATE: 08/10/2021

SIGNATURE:  DocuSigned by:
David Williams (Aug 11, 2021 15:30 MDT)

Name: David Williams

Title: Deputy Athletic Director

University of New Mexico

DATE: Aug 11, 2021

 Tim Brown (Aug 11, 2021 12:20 MDT)