



AGREEMENT

THIS AGREEMENT is entered into as of the date of the last signature and is between **OREGON STATE UNIVERSITY**, Corvallis, Oregon (Host Institution) and **The University of New Mexico**, Albuquerque, New Mexico (Visiting Institution).

WITNESSETH

WHEREAS, the parties desire to schedule a Men's Baseball tournament in Surprise, Arizona. The parties mutually desire that the game to be played hereunder should have maximum media exposure, including exposure via television and radio coverage.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- I. **SPORT.** The Visiting Institution's Men's Baseball team will play on February 17-20, 2023, at Surprise Stadium in Surprise, Arizona.
- II. **GOVERNING RULES.** This competition shall be governed in all respects, including the eligibility of participants, by the rules, and regulations of the National Collegiate Athletic Association in addition to any other conference or association to which either or both of the parties may belong.
 - a. The Host and Visiting Institution shall adhere to the NCAA and Pac-12 non-conference opponent COVID testing protocols.
- III. **PAYMENT.** None.
- IV. **OFFICIATING.** The officials shall be assigned and provided by the Host Institutions Conference.
- V. **COMPLIMENTARY TICKETS.** None.
- VI. **OTHER ARRANGEMENTS.** The host institution agrees to provide 45 hotel rooms at a hotel within the City of Surprise.
- VII. **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.
 - A. 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.
- IX. **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 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.
 4. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game 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 eight (8) 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., etc.)
- B. Contact. Questions dealing with interpretations of the Pac-12 Basketball Television Agreements should be addressed to the Pac-12 Association Commissioner, television. Questions dealing with interpretations Visiting Institution's Conference Basketball Television Agreements should be addressed to the Visiting Institution's Associate Commissioner, Television.
- X. DEFINITIONS: For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for Pac-12 institutions, shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Pac-12 institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.
 - XI. FACILITIES. The Host institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.
 - XII. DISTRIBUTION OF REVENUE. If the game is televised as part of a conference package or series, there shall be no rights fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.

In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.
 - XIII. NATURAL DISASTERS. This Agreement shall be void in the event that it becomes impossible to play the said contest for the reason of fire, flood, earthquake, war, invasion, hostilities, pandemic, epidemic, rebellion, insurrection, confiscation by order of the government, military, or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military, or other Acts of God and Nature or Acts of Common Enemy or failure of the Oregon Legislative Assembly to appropriate funds sufficient to meet this obligation. If, relative to this Article, the Agreement is canceled, any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by the parties hereto.
 - XIV. DEFAULT. In the event either party fails to comply with the conditions of this Agreement, for any reason other than those contained in Article XIII either by cancellation or failure to appear, shall forfeit money to the non-defaulting party in the amount of \$100,000.00 dollars unless such cancellation shall be upon the mutual consent of both parties, in which case this Agreement shall be null and void.
 - XV. LIMITATION ON COSTS. Host Institution's obligation to pay any liabilities and damages under this Agreement is subject to the limitations of Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, ORS 30.260 to 30.300, and to the extent funds are lawfully available for such purposes.

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by each of the parties hereto, through its representative thereunto duly authorized.

OREGON STATE UNIVERSITY

The University of New Mexico

DocuSigned by:

Laura Shimabuku 8/24/2022 | 09:57:16 PDT

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Laura Shimabuku – Asst. AD, Business Ops

Eddie Nunez

Eddie Nunez (Aug 22, 2022 08:24 MDT)

Director of Athletics

DocuSigned by:

Mindy Berger

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OSU PaCS Officer

Tod Brown

Tod Brown (Aug 16, 2022 14:35 MDT)

8/24/2022 | 10:09:29 PDT

Date

Aug 22, 2022

Date

Contact Information:

Laura Shimabuku
OREGON STATE UNIVERSITY ATHLETICS
201 Gill Coliseum
Corvallis, OR 97331
Phone: 541-737-8079
Laura.Shimabuku@oregonstate.edu
Please sign and return one (1) copy to above address

Contact Information:

Tod Brown
The University of New Mexico Athletics
1414 University Drive
Albuquerque, NM 87106
Phone: 505-925-5500
Todbrown21@unm.edu

2023 Surprise Tournament Schedule

Date	Visitor	Home	Time
17-Feb	New Mexico	Oregon State	12:00
	Minnesota	UCSB	5:00
18-Feb	Minnesota	Oregon State	12:00
	UCSB	New Mexico	5:00
19-Feb	New Mexico	Oregon State	12:00
	Minnesota	UCSB	5:00
20-Feb	New Mexico	Minnesota	10:00
	UCSB	Oregon State	45 mins after 1st game