



THE UNIVERSITY OF ARIZONA

Intercollegiate Athletics
P.O. Box 210096
Tucson, AZ 85721-0096



ATHLETIC CONTEST AGREEMENT

This Agreement is made and entered into on November 28, 2022, by and between the athletic authorities of **THE UNIVERSITY OF ARIZONA "Host Institution"** and **THE UNIVERSITY OF NEW MEXICO "Visiting Institution"** or their duly authorized agents, who stipulate and agree as follows:

1. The **Baseball** teams representing the above-named institutions shall play each other on the dates and times and places indicated below:

<u>DATE</u>	<u>TIME</u>	<u>EVENT SITE</u>
Tuesday, April 25th, 2023	TBA	Hi Corbett Field (Tucson, AZ)

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

2. Financial arrangements/entry fees: **Visiting institution will receive a ten-thousand dollar (\$10,000) financial guarantee.**
3. The game 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.
4. Officials to be assigned by the Host Institution's assignment agency. Expenses for the officials will be borne by the Host Institution.
5. The parties acknowledge that it is impossible to calculate the damages resulting from either party's failure to honor its obligations under this Agreement. If either party fails to appear or host as scheduled, the sole and exclusive remedy will be the obligation of the defaulting party to pay the sum of **\$10,000.00** to the other party as liquidated damages and not as a penalty. Such payment shall be made no later than ten business days after the date of the scheduled appearance. Neither party shall have any further obligation to the other under the terms of this Agreement, and except for the payment obligation in this Section 5, the Agreement will be terminated.
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 Pac-12 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 the media agreements and other media rights policies of the non-Pac-12 Host Institution and its affiliated conference, if any.
7. **RADIO** - The Visiting Institution shall be provided space for one (1) free 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.
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:

- I. 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.
- II. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
- III. Media timeout formats are determined by the Host Institution's conference.
- IV. The Visiting Institution shall have the right to produce video of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by the Visiting Institution to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show, season highlight presentations, or for viewing by the Visiting Institution's basketball team coaches and players. In addition, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to distribute audio and visual highlights not to exceed three minutes (3:00) in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated linear and/or digital Network. The Host Institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Institution to produce such video. Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between their conference and the Pac-12 conference.

9. **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 Visiting Institution's **Baseball** Television Agreements should be addressed to the Visiting Institution's Conference Associate Commissioner, Television.
10. **FORCE MAJEURE** - 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, pandemic, 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).
11. **TRAVEL AND PLAY RESTRICTIONS** - If either party is unable to participate in the game, due to travel restrictions, delay, cancellation or modification of the 2021-22 **College Baseball** playing season by the Pac-12, Visiting Institution's Conference, the NCAA, or a local, state, regional or federal order that would impact the ability of either team to travel (in the case of the Visiting Institution's), host (in the case of Arizona) or play the game, the parties will make a good faith effort to reschedule to the extent permitted by applicable government and governing body rules. If the game cannot be reasonably rescheduled, this Agreement will terminate and neither party will have any liability to the other.

THE UNIVERSITY OF ARIZONA



(Signature)

TITLE: Director of Athletics or Designee

DATE: Nov 28, 2022

THE UNIVERSITY OF NEW MEXICO



Eddie Nunez (Nov 29, 2022 15:01 MST)

(Signature)

TITLE: Director of Athletics or Designee

DATE: Nov 29, 2022