

TEXAS TECH UNIVERSITY OFFICIAL ATHLETIC CONTEST AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Texas Tech University, a Texas public institution of higher education (“TTU”), and University of New Mexico (“Institution”). TTU and Institution may be referred to individually each as a “Party” or together as the “Parties.” The Parties agree to the following terms and conditions, effective this 8 day of November, 2023.

1. **Team Play:** The Baseball teams of the two above mentioned Parties will play 1 contest(s) of Baseball on the following dates or on a date mutually agreed to in writing by both Parties (“Contest(s)”), sites and times below, as guaranteed for the following sums:
on April, 23, at Rip Griffin Park at 2:00 P.M. Guarantee: \$ 0
on _____, _____, at Rip Griffin Park at _____ P.M. Guarantee: \$ _____
on _____, _____, at _____ at _____ A.M. Guarantee: \$ _____
on _____, _____, at _____ at _____ A.M. Guarantee: \$ _____
on _____, _____, at _____ at _____ A.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 25 complimentary tickets or a pass list for _____ people.
6. **Contest Officials.** Contest officials will be appointed by Big 12 (Conference) of the (home/visiting) institution, and the expenses of said officials are the responsibility of the (home/visiting) institution.
7. **Force Majeure:** “Event of Force Majeure” means an event beyond the control of either TTU or Institution 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:** _____

Agreement #:

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, Institution 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. TTU shall control the rights of release for live and delayed telecast of the Contest, but Institution may also enter into agreements for television and radio coverage of the Contest(s), subject to written approval of TTU, which shall not be unreasonably withheld so long as the provisions thereof do not conflict with the provisions of the applicable media contracts of TTU or the Big 12 Conference, (the "Host Media Agreements"). Institution shall not be limited in terms of radio broadcast distribution via satellite, terrestrial or Internet; although TTU must approve all terrestrial radio affiliates within its home state, which approval will not be unreasonably withheld.
13. **Radio and Other Broadcast Rights.** TTU shall own the live radio and other broadcasting rights. Proceeds from TTU radio broadcasting shall belong to TTU. However, Institution will be given an outlet free of charge for radio broadcasts and other broadcasting rights. Revenue collected by Institution shall belong to Institution.
14. **Eligibility and Athletic Staff.** The eligibility of all players who are to participate in the Contest(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").

EXECUTION OF THIS AGREEMENT

TEXAS TECH UNIVERSITY

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

Texas Tech Department of Athletics Date

Title: _____

Joshua DeLeon (Dec 6, 2023 14:21 CST)
For Texas Tech University Date

Dec 6, 2023

University of New Mexico
(*Visiting team name, herein referred to as "Institution"*)

1155 University Boulevard SE
Albuquerque, NM 87106
(*Address*)

Tod Brown
Attn: Tod Brown (Head Coach) *Tod Brown (Dec 6, 2023 12:31 MST)*

Ryan Berryman (Dec 6, 2023 12:37 MST)
Director of Athletics Date

For the Institution Date