

THE UNIVERSITY OF ARIZONA

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



2024-2025 SEASON BASEBALL AGREEMENT

This **AGREEMENT** is made and entered into on October 31, 2024, by and between **THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF THE UNIVERSITY OF ARIZONA** (“Arizona”) and The University of New Mexico (“New Mexico”). Arizona and New Mexico shall collectively be referred to as the “Parties.”

WHEREAS, the Parties desire to provide for the participation of their respective varsity men’s college baseball team in a men’s college baseball game, NOW, THEREFORE, the Parties agree to the following:

1. **GAME:** The **MEN’S BASEBALL** teams representing the above-named institutions shall play each other on the date and time and place indicated below (the “Game”):

<u>DATE</u>	<u>TIME</u>	<u>EVENT SITE</u>
Tuesday, February 18, 2025	TBD	Hi Corbett Field, Tucson, AZ

Arizona is the Host Party; New Mexico is the Visiting Party.

2. **VISITING PARTY FINANCIAL CONSIDERATION:** For and in consideration for the participation of Visiting Party, Host Party agrees to pay Visiting Party \$10,000 on or before March 18, 2025.
3. **VISITING PARTY GAME TICKETS:** None.
4. **GOVERNING RULES:** The Game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association (“NCAA”), the Host Party’s conference, and the institutional rules of each Party.
5. **GAME FILM:** Both Host and Visiting Party agree to share all game film in a timely fashion from the current and previous season including exhibitions and closed scrimmages. Host Party agrees to provide adequate facilities at its home stadium for Visiting Party to make audiovisual and/or video recordings of the Game. These facilities will be provided without charge to the Visiting Party and without cost to the Host Party.
6. **HOST PARTY RESPONSIBILITIES:** The Host Party shall be responsible for the Game, including but not limited to the following:
 - A. **COSTS AND OPERATIONS:** Host Party shall be responsible for managing the Game at its own cost. This shall include, but not be limited to, the procurement of the facility, arranging for and conducting ticket sales, advertising, security, concessions, and paying all expenses associated with hosting an intercollegiate baseball game, except for the expenses of the Visiting Party. Host Party shall retain all revenue associated with the Game unless otherwise set forth in this Agreement.
 - B. **MEDICAL:** There will be a mandatory medical timeout meeting (i.e., a meeting between Host Party and Visiting Party medical staff to discuss EAP and medical resources) prior to the Game Host Party will have a medical doctor, a stand-by ambulance, and all other medical personnel and infrastructure required by the NCAA, the Host Party’s conference, and/or applicable law present and at the Game site throughout the Game and for a period of time before and after the Game as agreed to between the Parties.
 - C. **OFFICIALS:** Officials to be assigned by the Host Party’s assignment agency. Expenses for the officials will be borne by the Host Party.
 - D. **GAME TICKET PRICES:** Game ticket prices will be established by the Host Party. Tickets will be accounted for at the price printed on the tickets, including tickets sold to students and faculty of the Visiting Party.
7. **MEDIA RIGHTS, GENERALLY:** All media rights for the Game and any other grant of rights referenced herein shall be retained by Arizona and/or the Big-12 Conference, except for local radio rights (which are retained by

each Party).

8. RADIO:

- A. The Visiting Party shall have the right to a non-exclusive radio broadcast of the Game by Visiting Party's flagship or local station distributed via terrestrial radio stations, satellite-delivered radio stations and Internet radio stations. The Visiting Party shall be provided space for one radio broadcast outlet.
- B. The Host Party shall retain all other terrestrial over-the-air radio, satellite-delivered radio and Internet radio rights to the Game, and any other audio-only distribution method now known, existing or hereafter developed. The Host Party also shall have exclusive rights to sell national terrestrial radio rights for the Game.

9. TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING:

- A. The Parties mutually desire that the Game to be played pursuant to this Agreement should have maximum media exposure, including national television exposure.
- B. Host Party shall have all rights to telecast, including, but not limited to, national network television, national cable, Conference network, Internet streaming, delayed telecasting, highlights, and telecasting by any and all other means and media. The Visiting Party authorizes the Host Party (and its respective conference) to use (and to authorize each entity effecting or facilitating the Game's broadcast to use) the trademarks and logos of the Visiting Party and the names and likenesses of the Visiting Party's individual players, mascots, cheerleaders, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in any manner prohibited by applicable NCAA rules and regulations.
- C. The Parties further agree to the following:
 - i. The scheduled start times for the Game is solely at the discretion of the Host Party (and/or its respective Conference) and may be decided not less than six (6) days in advance of the Game to accommodate television.
 - ii. A change to the date of the Game to accommodate television may occur and Host Party will engage in a meaningful consultation with the Visiting Party before such date change occurs. A change to the date of the Game for any other reason may also occur and must be mutually agreed to by both Parties.
 - iii. The Visiting Party may record, or cause to be recorded, the Game for coaches' and staff's use in game analysis and preparation. Visiting Party may also use footage of Game coverage for non-commercial purposes only and not in conflict with the Host Party's (and/or Host Party's conference's) rights granted to third parties for telecast distribution (e.g., highlight tapes, recruiting videos and in-house productions). Such video may not be replayed, used, or otherwise distributed by Visiting Party 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 Visiting Party's men's baseball team coaches and players. Note that the weekly coaches' show may only be aired on the Visiting Party's branded outlet or its conference's branded outlet. In addition, beginning three (3) minutes after the conclusion of the Game, Visiting Party shall have the right to distribute highlights not to exceed three minutes (3:00) in length on Visiting Party's or Visiting Party's conference's branded outlet.
- D. The Parties understand and agree that for any Game where Arizona is the Host Party:
 - i. Arizona and/or the Big 12 Conference, Inc. ("Big 12") retain and hold all telecast rights for all such Games, and have, in turn, entered into agreements with certain third parties for the telecast or distribution of such Games.

- ii. Arizona has no ability to grant to the Visiting Party any rights for the telecast or distribution of such Games.
 - iii. Arizona and/or the Big 12 shall have the exclusive right to retain all revenues derived from the telecast or distribution of the Game.
 - iv. Media timeout formats are determined by Arizona and/or the Big 12. Arizona and/or the Big 12 shall be responsible for the TV liaison (red hat).
10. **CONTACT:** Questions dealing with interpretations of the Big-12 Baseball Television Agreements should be addressed to the Big-12 Associate Commissioner, Television.
11. **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 to the other Party caused by force majeure. For the purposes hereof, "force majeure" means war, natural disaster, pandemic, 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).
12. **TRAVEL AND PLAY RESTRICTIONS:** If either Party is unable to participate in a scheduled Game due to travel restrictions, delay, cancellation or modification of the 2024-2025 men's baseball playing season by either Party's respective conference or NCAA at the time of the Game, or a local, state, regional or federal order that would impact the ability of the Visiting Party to travel or the Host Party to host or to play the impacted 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.
13. **LIQUIDATED DAMAGES:** 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 defaulting Party shall pay the sum of \$50,000 to the other Party as the other Party's sole and exclusive remedy therefor, as liquidated damages and not as a penalty. Such payment shall be made no later than thirty calendar days after the date of the scheduled Game. 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 13, the Agreement will be terminated. Notwithstanding the foregoing, the obligation to pay liquidated damages shall not apply if a Party's failure to appear or host is due to (a) a force majeure event or travel/host restriction as described in Section 11 or 12, respectively, (b) such Party's conference increasing the required number of conference games that must be played in any given season, or (c) other requirements of applicable conference legislation or conference contractual requirements, provided that in the case of (b) or (c) the decision to cancel is made and communicated to the other Party no later than 18 months prior to the cancelled Game.
14. **COMPLIANCE WITH RULES:** The Visiting Party shall use its best efforts to ensure that its employees, contractors, agents, representatives, students and invitees comply in all respects with any Host Party policies procedures, rules and regulations applicable to the game facility and any other Host Party premises on which they are present in connection with the Game.
15. **AUTHORITY:** The persons executing this Agreement on behalf of the respective Parties warrant that they are duly authorized and empowered to execute this Agreement.
16. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
17. **INDEMNITY:** Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In cases where the Indemnitor's obligation to indemnify may be limited due to the requirements of federal,

state, or local laws, the Indemnitor agrees that it will be responsible for the payment of Claims arising out of bodily injury of any person (including death) or property damage, caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers in connection with the performance of this Agreement for which it is held liable under applicable law.

18. **GOVERNING LAW:** This Agreement is made under and shall be interpreted according to Arizona law.
19. **NON-DISCRIMINATION:** The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
20. **STATE OBLIGATION:** The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University of Arizona's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. Arizona agrees to notify other Party as soon as reasonably possible after the unavailability of said funds comes to the Arizona's attention.
21. **NO FORCED LABOR OF ETHNIC UYGHURS:** To the extent required by A.R.S. § 35-394, New Mexico certifies that it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If New Mexico becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify Arizona within five (5) business days of becoming aware of the noncompliance.
22. **ARBITRATION:** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
23. **INSPECTION AND AUDIT:** New Mexico agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the contract. In addition, New Mexico agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA**

The University of New Mexico

William Wheeler

(Signature)

TITLE: Director of Athletics or Designee

DATE: Jan 24, 2025

David Williams

David Williams (Nov 5, 2024 09:50 MST)

(Signature)

TITLE: Director of Athletics or Designee

DATE: 11/05/2024

Tod Brown

Tod Brown (Oct 31, 2024 14:21 MDT)

Jalen Dominguez

Jalen Dominguez (Nov 1, 2024 08:59 MDT)












02.18.25 - MBA, UNM vs. Arizona

Final Audit Report

2024-11-05


Created:	2024-10-31
By:	Dante Mileta (dmileta@unm.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHazWOIINRN8tykne96dJRTFdmv6HBod1

"02.18.25 - MBA, UNM vs. Arizona" History

-  Document created by Dante Mileta (dmileta@unm.edu)
2024-10-31 - 8:19:18 PM GMT- IP address: 129.24.115.132
-  Document emailed to todbrown21@unm.edu for signature
2024-10-31 - 8:20:42 PM GMT
-  Email viewed by todbrown21@unm.edu
2024-10-31 - 8:21:07 PM GMT- IP address: 104.47.57.126
-  Signer todbrown21@unm.edu entered name at signing as Tod Brown
2024-10-31 - 8:21:29 PM GMT- IP address: 64.106.111.102
-  Document e-signed by Tod Brown (todbrown21@unm.edu)
Signature Date: 2024-10-31 - 8:21:31 PM GMT - Time Source: server- IP address: 64.106.111.102
-  Document emailed to jalen@unm.edu for signature
2024-10-31 - 8:21:32 PM GMT
-  Email viewed by jalen@unm.edu
2024-10-31 - 8:48:40 PM GMT- IP address: 129.24.115.154
-  Signer jalen@unm.edu entered name at signing as Jalen Dominguez
2024-11-01 - 2:59:39 PM GMT- IP address: 129.24.115.154
-  Document e-signed by Jalen Dominguez (jalen@unm.edu)
Signature Date: 2024-11-01 - 2:59:41 PM GMT - Time Source: server- IP address: 129.24.115.154
-  Document emailed to davidwilliams@unm.edu for signature
2024-11-01 - 2:59:42 PM GMT
-  Email viewed by davidwilliams@unm.edu
2024-11-02 - 0:06:49 AM GMT- IP address: 104.28.97.20

 Signer davidwilliams@unm.edu entered name at signing as David Williams

2024-11-05 - 4:50:54 PM GMT- IP address: 64.106.111.97

 Document e-signed by David Williams (davidwilliams@unm.edu)

Signature Date: 2024-11-05 - 4:50:56 PM GMT - Time Source: server- IP address: 64.106.111.97

 Agreement completed.

2024-11-05 - 4:50:56 PM GMT










2024-25 BSB vs New Mexico - signed by UNM unlocked

Final Audit Report

2025-01-24

Created:	2025-01-23
By:	Nate Allen Lundy (nlundy@arizona.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWU5TYaD7L5addk5vgSU3HmQhcA9MbdF

"2024-25 BSB vs New Mexico - signed by UNM unlocked" History

-  Document created by Nate Allen Lundy (nlundy@arizona.edu)
2025-01-23 - 9:30:29 PM GMT- IP address: 150.135.165.82
-  Document emailed to lmbrown@arizona.edu for approval
2025-01-23 - 9:30:51 PM GMT
-  Email viewed by lmbrown@arizona.edu
2025-01-23 - 10:33:23 PM GMT- IP address: 150.135.165.113
-  Signer lmbrown@arizona.edu entered name at signing as Matt Brown
2025-01-23 - 10:34:22 PM GMT- IP address: 150.135.165.113
-  Document approved by Matt Brown (lmbrown@arizona.edu)
Approval Date: 2025-01-23 - 10:34:24 PM GMT - Time Source: server- IP address: 150.135.165.113
-  Document emailed to William Wheeler (wwheeler@arizona.edu) for signature
2025-01-23 - 10:34:26 PM GMT
-  Email viewed by William Wheeler (wwheeler@arizona.edu)
2025-01-24 - 1:32:03 AM GMT- IP address: 119.13.196.19
-  Document e-signed by William Wheeler (wwheeler@arizona.edu)
Signature Date: 2025-01-24 - 2:31:28 PM GMT - Time Source: server- IP address: 150.135.165.127
-  Agreement completed.
2025-01-24 - 2:31:28 PM GMT