



ATHLETIC CONTEST AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Dixie State University, hereinafter called "DSU" and The University of New Mexico, hereinafter called "UNM".

WITNESSETH

WHEREAS, the parties desire to schedule one game between their respective varsity Men's Basketball teams. Additionally, DSU agrees to host UNM for practices and two conference games as shown below.

NOW, THEREFORE, the parties agree as follows:

1. Playing Date(s): DSU and UNM shall play each other in St. George, Utah at the Burns Arena on the following date for which DSU shall be the Host Party and UNM shall be the Visiting Team: January 13, 2021 at 7 PM. UNM shall then play San Jose State (SJSU) in St. George, Utah at the Burns Arena on the following dates for which UNM shall be the Home Team and SJSU shall be the Visiting Team: January 21, 2021 at 1 PM and January 23, 2021 at 1 PM.
2. Practices: DSU shall make facilities (Burns Arena or Student Activity Center), including athletic training room, available for practice for UNM on the following dates (times TBD): January 12, 14, 19, 20, 22, and 24 as well as practices days and times for SJSU on dates and times TBD.
3. Guarantee: None. DSU shall be responsible for all game management expenses, including officials, for the January 13 game. DSU shall be responsible for the expenses related to score table, operations, and streaming staffs for the January 21 and 23 games while UNM will be responsible for all officials expenses for the January 21 and 23 games.
4. Tickets: DSU will sell tickets for the January 13 game to its season ticket holders, boosters, and students only. Individual game tickets will not be sold. Capacity will be limited to 25% of the venue (approximately 1,000 fans). Tickets will not be sold for the January 21 and 23 games.
5. Complimentary Tickets: UNM shall receive 40 complimentary tickets for all three games, while SJSU shall receive 40 complimentary tickets for January 21 and 23. All tickets will be distributed via a pass list.
6. Television: DSU shall own the live and delayed television rights for the contest for any regional or national telecast of the contest. DSU will stream the January 13 game on the WAC Digital Network. DSU will also stream the January 21 and 23 games with details to be determined separately.
7. Radio Broadcasting: DSU shall grant UNM and SJSU permission to originate radio broadcast from the game site by a station or stations designated by UNM and SJSU.
8. COVID: Each institution is responsible for securing and paying for its own COVID testing. UNM will follow WAC protocols for the January 13 game and provide proof of testing and negative results via an attestation form provided by DSU. UNM will handle all COVID verification for the January 21 and 23 games.

9. Officials: The Western Athletic Conference will assign the officials for January 13 and DSU will be responsible for their expenses for that game. UNM is responsible for the assignment and expenses, including COVID testing expenses, of the officials for January 21 and 23.
10. Rules: The game shall be governed in all respects, including the eligibility of the players, by the rules of the National Collegiate Athletic Association and, with respect to each party thereto, the rules of the Conference or Association to which such party belongs and to the Institutional rules of such party.
11. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) tornado, (c) haboob, (d) drought, (e) flood, (f) fire, earthquake, (g) explosion; (h) war, (i) invasion, (j) hostilities (whether war is declared or not), (k) terrorist threats or acts, (l) riot or other civil unrest; (m) government order or law; (n) actions, embargoes or blockades in effect on or after the date of this Agreement; (o) action by any governmental authority; (p) national or regional emergency; (q) strikes, labor stoppages or slowdowns or other industrial disturbances; (r) shortage of adequate power or transportation facilities; and (s) other similar events beyond the reasonable control of the Impacted Party.

11 A. The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. However, the parties enter this contract in the good faith belief that current governmental restrictions will not prevent the playing of the games contemplated by this Agreement. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. If performance of this Agreement becomes impractical or impossible due to COVID-19, the parties shall be excused from performance. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of current or future government actions related to COVID-19 shall entitle either party to invoke the protections, above.

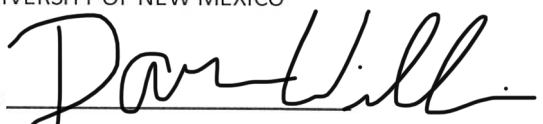
12. The parties executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.
13. The host party and the visiting team each represent that the execution of this agreement and the performance hereunder is within their respective duly authorized power.

For and on behalf of
DIXIE STATE UNIVERSITY

By: 
Jason Boothe
Director of Athletics

Date: 1/11/2021

For and on behalf of
UNIVERSITY OF NEW MEXICO

By: 

Date: 1/11/21