

BASKETBALL GAME AGREEMENT

THIS BASKETBALL GAME AGREEMENT ("Agreement") is made and entered into by and between RICE UNIVERSITY ("Rice") and the University New Mexico ("UNM").

The purpose of this Agreement is to formalize arrangements for a varsity men's basketball game involving Rice and UNM.

THEREFORE, in consideration of the foregoing, the provisions and benefits outlined below, and for other good and valuable consideration, Rice and UNM agree as follows:

1. **Event**

Rice and UNM shall cause their varsity men's basketball teams to play the other in accordance with the terms of the agreement ("Game"). These games shall be held as follows:

<u>DATE</u>	<u>OPPONENT</u>	<u>LOCATION</u>	<u>TIME</u>
December 13, 2020	Rice University	Tudor Fieldhouse	TBD
December 15, 2020	TBD	Tudor Fieldhouse	TBD
December 17, 2020	TBD	Tudor Fieldhouse	TBD

2. **Rules and Regulations**

The Game shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") as in effect at the time of the Game.

3. **Eligibility of Team Members**

The eligibility for all student-athletes and athletics staff who are to participate in any Game under this Agreement shall be determined by, and in accordance with, the rules, regulations, policies and protocols of the respective conferences of the teams and the NCAA, including any COVID-19 or similar health related testing protocols. Specifically, the visiting team shall be required to meet or exceed the requirements of the home team's conference testing protocols then in effect, which protocols will be provided by the home team to the visiting team at least one week prior to the Game or as soon as reasonably possible. In the event of a positive test result by any team member, including coaches and other athletics staff, such person will be isolated/quarantined, with contact tracing performed to determine other exposure risks. In addition, the other team shall be notified of the positive test result and the respective team physicians/trainers shall confer and coordinate with each other to determine how to proceed under the circumstances. Prior to entering the home team's facilities for a Game, the visiting team will be required to provide an affidavit certifying both the conduct and results of the testing protocols. In addition, the visiting team will be required to follow all Game day screening protocols then in effect. Finally, if a member of the visiting team travel party (players, coaches, managers, trainers, guests, etc.) should test positive within 48 hours after the Game, the team physician or head athletic trainer shall notify the other team to allow for proper isolation/quarantine and contact tracing.

4. **Officials**

Conference USA shall assign officials for the Game on December 13, 2020. Rice team shall be responsible for the expenses of the officials for the game on December 13, 2020.

UNM's shall be responsible for assigning officials for the games on December 15, 2020 and December 17, 2020. UNM shall be responsible for the expenses of the officials for these games.

5. Guarantee

Rice shall be responsible for game operation expenses for the game on December 13, 2020.

Rice shall be responsible for game operation expenses including table staff, operations staff, and video staff for the games on December 15, 2020 and December 17, 2020.

Rice will provide UNM access to a practice facility, training room for treatment, and weight room. All arrangements will be coordinated through the Rice and UNM Directors of Sports Medicine. UNM shall only have access to these facilities within Tudor Fieldhouse and will not have access to other parts of the Rice campus.

Rice will provide water and Powerade for UNM for the games and practice sessions.

Rice will web stream the games on December 15, 2020 and December 17, 2020 on YouTube Live for UNM access.

6. Damages

If either Rice or UNM cancels, or otherwise elects for any reason not to participate in the Game, then the cancelling team shall pay the other team a total liquidated damage amount of Fifty Thousand Dollars (\$50,000).

7. Force Majeure

If unforeseen or other events beyond the reasonable control of either Team (including, without limitation, acts of God, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions, governmental mandates, terrorist acts, strikes, civil unrest, or loss of public utilities) make the playing of the Game impossible or unsafe under the circumstances, the Game shall be cancelled and neither party shall be responsible to the other for any loss or damage. The party making the determination and invoking this provision shall do so only after consultation with and direction from its senior leadership and institutional crisis management team, and shall provide the other team notice of the underlying circumstances as soon as reasonably practicable. The cancellation of the Game under this Section shall not be deemed a breach of this Agreement, however, the parties shall use good faith reasonable efforts to reschedule the cancelled Game at a mutually agreeable date and time. The cancellation of a Game, or the inability to reschedule a Game, under this Section shall not affect the parties' respective obligations as to any other Game under this Agreement.

8. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9. Integration

This Agreement is the total agreement between Rice and UNM, superseding all prior agreements, if any. Any additions or modifications to this Agreement must be writing and signed by both Rice and UNM.

IN WITNESS WHEREOF, Rice and UNM have duly executed and delivered this Agreement as of the date first written above.

RICE UNIVERSITY

By: _____

Joe Karlgaard
Director of Intercollegiate Athletics

Date: _____

12/10/20

THE UNIVERSITY OF NEW MEXICO

By: _____

Eddie Nuñez
Director of Intercollegiate Athletics

Date: _____

12/10/20