



WOMEN'S BASKETBALL COMPETITION AGREEMENT

THIS WOMEN'S BASKETBALL COMPETITION AGREEMENT (this "Agreement") is made and entered into as of May 15, 2019, by and between the Arizona Board of Regents for and on behalf of Arizona State University and its Department of Sun Devil Athletics ("ASU") and the University of New Mexico ("UNM").

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Playing Date(s). The parties agree that their respective varsity women's basketball teams will play each other in the games to be held on the dates and at the locations set forth below:

<u>Date</u>	<u>Facility, Location</u>	<u>Home Team/Visiting Team</u>	<u>Start Time</u>
12/14/2019	Wells Fargo Arena, Tempe, AZ	ASU/UNM	TBD
TBD 2020	Albuquerque, NM	UNM/ASU	TBD

The right to change the time of the game as required by national or regional television broadcast of the game is reserved by the Home Team pursuant to Section 6 hereof.

2. Compensation. There will be no financial compensation for this contest.
3. Tickets. All ticket prices shall be set by the Home Team. The Visiting Team will receive forty (40) complimentary tickets.
4. Cheerleaders and Band Members. The cheerleaders and mascots of each team will be admitted free of charge provided they are in uniform.
5. Expenses. Except as otherwise provided in this Agreement, the Visiting Team will be responsible for defraying any and all of its own costs related to its participation in the game, including but not limited to, transportation, meals and lodging.
6. Media Rights. Radio and television rights will be retained by the home team and/or the conference of the home team. The Visiting Team will be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio and satellite radio broadcast by the Visiting Team's flagship station and additional terrestrial distribution on the Visiting Team's regional network of terrestrial radio stations. The Home Team will not be required to make any alteration to or expansion of existing facilities in its home stadium for the purposes of this Agreement. Recognizing that either or both of the parties may enter into or may have entered into contractual arrangements for the sale of post-game television or theater newsreel rights to the subject game, the parties agree that each reserves the right to retain any and all income from the sale of such rights.
7. Officials. Game officials shall be assigned by the Home Team. The costs for the officials of each game will be the responsibility of the Home Team.



May 31, 2019

Mike Bradbury
Head Coach, Women's Basketball
University of New Mexico
MSC04 2680
Albuquerque, NM 87131-0001

Dear Mr. Bradbury,

Please find enclosed a Women's Basketball Agreement between Arizona State University and University of New Mexico. The agreement sets forth terms for competitions at ASU and UNM. If you accept the terms, please DocuSign the agreement and submit it.

- If you wish to make amendments, email or fax the contract to me with your amendments.
- To add another signature authority, i.e. Athletic Director, please send me an email with their name and email address.
- If you wish to change the signing responsibility, under "Please Review & Act on These Documents" click Other Actions, then click Assign to Someone Else. Enter the new signer's email, name and reason for changing the signing responsibility, i.e. "AD is required to sign." Then click ASSIGN TO SOMEONE ELSE.

Sincerely,

Pauletta Riggs
Sun Devil Athletics
Arizona State University
☎ 480-965-2798
☎ 480-965-9867
✉ pauletta.riggs@asu.edu

Enclosure: ASU-UNM Women's Basketball Agreement

8. Rules. Each game will be governed in all respects, including the eligibility of the players, by the rules of the National Collegiate Athletic Association (NCAA) in effect on the date of the game, the rules and regulations of the respective intercollegiate conferences of ASU and UNM and the institutional rules of ASU and UNM in effect on the date of the game.
9. Force Majeure Cancellation. It is understood and agreed that neither party can foresee circumstances beyond the control of either party which may arise by reason of Acts of God or other extraordinary events. When such an emergency occurs, the parties may, by mutual agreement, cancel this Agreement or any portion thereof. Any financial costs or obligations incurred by either party relating to this Agreement prior to such cancellation shall be borne by such party and, if jointly incurred, shall be borne equally by the parties.
10. Termination for Convenience. If either party wishes to terminate this Agreement, it must give the other party advance written notice no later than one (1) month prior to the scheduled date of the game being canceled. The parties agree that no game contemplated by this Agreement may be canceled with less than one (1) month prior notice. Notwithstanding the foregoing, the parties acknowledge and agree that if either party chooses to terminate this Agreement or fails to participate in either of the games contemplated by this Agreement, the other party's damages would be difficult to assess and substantiate. Due to the nature of intercollegiate athletics, the difficulty and expense of finding a suitable replacement game and the overhead costs associated with scheduling and planning an athletic contest, the parties agree that the terminating or non-participating party shall pay to the other party a termination fee of twenty-five thousand dollars (\$25,000) for each game that is not played as a result of such termination or non-participation. The terminating or non-participating party shall pay the termination fee to the other party within thirty (30) days of the applicable game date. It is agreed that if one party communicates to the other party that it does not intend to participate in the game contemplated by this Agreement or schedules another game which would conflict with the game contemplated by this Agreement, the terms of this Section shall apply.
11. Authority. Each Party acknowledges that it has read and freely signed this Agreement. 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.
12. Entire Agreement; Waiver. This Agreement represents the entire agreement between the parties pertaining to the matters referred to herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties relating to the subject matter hereof. No amendment, modification, supplement or waiver of any obligations under this Agreement shall be binding unless set forth in writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.
13. Assignment; Severability. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; any purported assignment without that consent is void *ab initio*. Any provisions of this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
14. Relationship of the Parties. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between the parties for any purpose whatsoever. Neither party shall have, or hold itself out as having, power or authority to bind or create liability for the other by its negligent or intentional act or omission.
15. Notices. All notices, consents, requests, demands or other communications between the parties must be given in writing and shall be effective for all purposes upon receipt in the case of: (i) personal delivery; (ii) delivery by

messenger or overnight carrier; (iii) delivery by U.S. first class certified or registered mail, postage prepaid; or (iv) transmittal by facsimile, to the last known addresses or facsimile numbers of the parties. Either party may change its address or facsimile number by written notice to the other party in any manner set forth in this Section.

Notices to ASU:
Arizona State University
Sun Devil Athletics
PO Box 872505
Tempe, Arizona 85287-2505
Attn: Ryan Cohan
Email: Ryan.Cohan@asu.edu

Notices to UNM:
1 University of New Mexico
MSC04 2680
Albuquerque, NM 87131-0001
Attn: Mike Bradbury
Email: loriann@unm.edu

16. State of Arizona Provisions.

- a. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.
- b. Conflict of Interest. ASU's participation in this Agreement is subject to Arizona Revised Statutes ("A.R.S.") Section 38-511, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- c. Notice of Arbitration Statutes. Notice is given of A.R.S. Sections 12-1518 and 12-133.
- d. Failure of Legislature to appropriate. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to UNM and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and photocopy, facsimile, electronic and other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

THE ARIZONA BOARD OF REGENTS
for and on behalf of ARIZONA STATE UNIVERSITY

UNIVERSITY OF NEW MEXICO

Ken Landphere

Mike Bradbury

PRINT NAME

PRINT NAME

DocuSigned by:

DocuSigned by:

Ken Landphere

Mike Bradbury

125314E96D914B7...

D3179F36351943B...

SIGNATURE

SIGNATURE

May 20, 2019

June 3, 2019

DATE

DATE

Sr Associate Athletics Director

head coach

TITLE

TITLE

ASU Women's Basketball Staff: *MR*

PLEASE SIGN WHERE INDICATED. ASU REPRESENTATIVES WILL BE NOTIFIED THROUGH THE SIGNING SOFTWARE

If financial guarantee is to be paid, please also attach a copy of the institution's W-9 Form (Rev. 12-2014, or later)

DocuSigned by:

Janice Ruggiero

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Janice Ruggiero

June 5, 2019

Deputy Director/SWA

