



Southern Utah University Athletics Department
Contest Contract for Women's Basketball
2022/2023



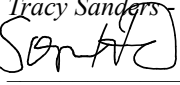

THIS AGREEMENT is made and entered into by **Southern Utah University** and

University of New Mexico


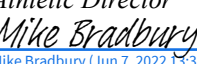
Date: **11/07/2022** Event Site: **AFEC, Cedar City, UT** Time: **TBD**

- 1) Officials shall be the responsibility of the host institution.
- 2) Athletes representing either institution in said contest will be eligible under rules and regulations of the respective conferences and/or institutions.
- 3) Financial Considerations: Host will pay a guarantee of - N/A
- 4) Other arrangements: This is the first game of a home and home agreement. Southern Utah women's basketball will play a return game at the University of New Mexico in the 2023/2024 season. Date to be decided.
- 5) If either party fails to comply with the terms and conditions of this agreement or cancels the agreement for any reason, the canceling party agrees to pay the other party the sum of \$10,000 as liquidated damages and not a penalty. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, 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 affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency including but not limited to epidemics, pandemics, and quarantines, such as the events connected with the 2019 novel coronavirus disease (COVID-19) [(h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give as much notice as reasonably practicable of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

APPROVAL: Southern Utah University

	06/02/22
Debbie Corum - Athletic Director	Date
	06/02/22
Tracy Sanders - Head Coach	Date
	06/02/22
Sonia Hahn - Sport Administrator	Date
	06/02/22
Nate Esplin - Deputy AD for Finance	Date

APPROVAL: University of New Mexico

	06/07/22
<small>Eduardo Nunez (Jun 7, 2022 14:13 MDT)</small>	Date
Athletic Director	Date
	06/07/22
<small>Mike Bradbury (Jun 7, 2022 13:35 MDT)</small>	Date
Head Coach	Date

Please return one signed copy via email within 10 days to **Paula Kelsey @ paulakelsey@suu.edu**
 Southern Utah University • 351 W University Blvd. • Cedar City, UT 84720 • (435) 865-8355