



# THE UNIVERSITY OF ARIZONA

Intercollegiate Athletics

P.O. Box 210096

Tucson, AZ 85721-0096

## ATHLETIC CONTEST AGREEMENT



This Agreement is made and entered into on January 22, 2021, by and between the athletic authorities of **THE UNIVERSITY OF ARIZONA “Host Institution”** and **UNIVERSITY OF NEW MEXICO “Visiting Institution”** or their duly authorized agents, who stipulate and agree as follows:

1. The **Softball** teams representing the above-named institutions shall play each other on the dates and times and places indicated below:

<u>DATE</u>	<u>TIME</u>	<u>EVENT SITE</u>
<b>Friday-Sunday, 02/19/2021-02/21/2021</b> <i>Hillenbrand Invitational</i>	<b>TBD</b>	<b>Hillenbrand Memorial Stadium</b> <b>Tucson, Arizona</b>

***\*All game times subject to scheduling by Pac-12 Network.***

2. Financial arrangements/entry fees: **\$5,000 and six game guarantee.**  
Mailing Address: **Paula Congleton**  
**Head Coach**  
**University of New Mexico**  
**1414 University Drive**  
**Albuquerque, NM 87106**
3. The game shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the respective conferences, institutions, and/or associations.
4. Officials to be assigned by the Host Institution’s assignment agency. Expenses for the officials will be borne by the Host Institution.
5. 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 sole and exclusive remedy will be the obligation of the defaulting party to pay the sum of **\$5,000.00** to the other party as liquidated damages and not as a penalty. Such payment shall be made no later than ten business days after the date of the scheduled appearance. 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 5, the Agreement will be terminated.
6. Both Host and Visiting Institution agree to share all game film in a timely fashion from the 2020-21 season including exhibitions and closed scrimmages.
7. **ENTITIES** - For all references to the “Host Institution” and/or “Visiting Institution” that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for local radio rights (which are retained by the participating Pac-12 institution). For all references to the “Host Institution” or “Visiting Institution” that involve non-Pac-12 Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with the media agreements and other media rights policies of the non-Pac-12 Host Institution and its affiliated conference, if any.
8. **RADIO** - The Visiting Institution shall be provided space for one (1) free radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution’s flagship station and additional terrestrial distribution on the Visiting Institution’s regional network of terrestrial radio stations.

The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

9. **TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING** - The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:

- I. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.
- II. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
- III. Media timeout formats are determined by the Host Institution's conference.
- IV. The Visiting Institution shall have the right to produce video of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by the Visiting Institution 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 the Visiting Institution's basketball team coaches and players. In addition, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to distribute audio and visual highlights not to exceed three minutes (3:00) in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated linear and/or digital Network. The Host Institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Institution to produce such video. Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between their conference and the Pac-12 conference.

10. **CONTACT** - Questions dealing with interpretations of the Pac-12 **Softball** Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Visiting Institution's **Softball** Television Agreements should be addressed to the Visiting Institution's Conference 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 caused by force majeure. For the purposes hereof, "force majeure" means war, natural disaster, 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 the game, due to travel restrictions, delay, cancellation or modification of the 2020-21 **Softball** playing season by the Pac-12, Visiting Institution's Conference, or the NCAA, or a local, state, regional or federal order that would impact the ability of either team to travel (in the case of the Visiting Institution's), host (in the case of Arizona) or play the 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.

**THE UNIVERSITY OF ARIZONA**

**UNIVERSITY OF NEW MEXICO**

  
Erika Barnes (Jan 25, 2021 19:43 MST)

(Signature)

TITLE: Director of Athletics or Designee

DATE: Jan 25, 2021

  
David Williams (Jan 25, 2021 17:07 MST)

(Signature)

TITLE: Deputy Athletic Director

DATE: Jan 25, 2021

**PLEASE RETURN ONE COPY OF THIS AGREEMENT, AND RETAIN ONE COPY FOR YOUR RECORDS**

  
Dr. Paula Congleton (Jan 25, 2021 17:04 MST)



THE UNIVERSITY OF  
**ARIZONA**  
TUCSON ARIZONA®



### ADDENDUM TO ATHLETIC CONTEST AGREEMENT

The University of Arizona (“Arizona”) and **UNIVERSITY OF NEW MEXICO** (“UNIVERSITY OF NEW MEXICO” and, collectively with Arizona, the “Parties”) enter into this Addendum to the [2020-2021 Season Softball Athletic Contest Agreement] dated January 22, 2021 (the “Agreement”).

#### RECITALS

- A. The Parties acknowledge the ongoing COVID-19 pandemic affecting the United States and the World (the “Pandemic”). Pandemic-related concerns have caused the cancellation of sporting events across the United States. It is unknown as of the date of signing this Addendum whether the contests included in the Agreement can be played or may be canceled, rescheduled, or otherwise impacted by governmental regulation, NCAA or athletic conference regulations, travel restrictions, Pandemic-related impacts to the Parties, or other Pandemic-related causes.
- B. The Parties are entering into this Addendum in consideration of the risks and challenges presented by the Pandemic. This includes possible disputes that may now exist or later arise due to the inability of either or both teams to participate in athletic contests, or to meet the financial obligations under the initial Agreement, as a result of circumstances arising from the Pandemic. The Parties each acknowledge that performance under the Agreement would be impossible but for the additional terms and conditions set forth in this Addendum.

#### AGREEMENT

1. Defined terms in this Addendum will have the same definitions as in the Agreement, unless specifically defined in this Addendum.
2. If the athletic contest(s) scheduled in the Agreement (the “Event(s)”) cannot be played due to Pandemic-related concerns, the Agreement will automatically terminate, neither Party will be considered to be in breach, and the Parties agree to waive any claims or causes of action they might have as a result of such termination. If either party determines that it cannot travel or that the Event cannot be played for any reason, that Party will notify the other Party at the earliest possible time, and except in emergency (i.e. positive COVID-19 test results on the day of the game) will give notice at least 24 hours in advance.
3. In the event of a Pandemic-related cancellation of the Event, there shall be no damages owed by either Party. No forfeiture amounts will be paid by either Party and Arizona will not be responsible for any financial guarantees to be paid to **University of New Mexico**. If the guarantee amount has already been paid as of the date of the cancellation, it will be returned by **University of New Mexico** to Arizona within 30 days of the cancellation.
4. If an event is canceled by Arizona at any time after **University of New Mexico** has begun travel to Arizona, Arizona will reimburse Visiting Team for its documented out of pocket travel costs, in an amount not to exceed the amount of the financial guarantee under this Addendum.
5. **University of New Mexico** agrees that in the week before participating in the Event, it will comply with applicable Pac-12 COVID 19 Testing Protocols that are required to play in an athletic contest.
6. **University of New Mexico** agrees that the financial guarantee set forth in the Agreement is still applicable for the Event. The payment of the guarantee is further subject to the provisions set forth in this Addendum regarding cancellation of the Event for Pandemic-related reasons.

7. In the event of any differences, disagreement, and/or conflict between or among any terms or provisions of the Agreement and this Addendum, the terms of this Addendum will govern and have priority.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the Effective Date, which shall be the Effective Date of the Agreement:

**UNIVERSITY OF ARIZONA**

  
Erika Barnes (Jan 25, 2021 19:43 MST)

(Signature)

TITLE: Director of Athletics or Designee

DATE: Jan 25, 2021

**UNIVERSITY OF NEW MEXICO**

  
David Williams (Jan 25, 2021 17:07 MST)

(Signature)

TITLE: Deputy Athletic Director

DATE: Jan 25, 2021

  
Dr. Paula Congleton (Jan 25, 2021 17:04 MST)











# 2.19-21.21 - SB at Arizona

Final Audit Report

2021-01-26

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