



## WOMEN'S SOFTBALL ATHLETIC CONTEST AGREEMENT

This Agreement made on **January 20, 2021** between the athletic authorities of Grand Canyon University ("GCU"), and **University of New Mexico** (the "Visiting Team").

**Purpose:** The purpose of this Agreement is to confirm contest arrangements between the women's softball teams from GCU and the Visiting Team to be played during the **2020-2021 women's softball** season.

**1. EVENT:** The parties agree to have their respective varsity teams play each other in accordance with the following terms and conditions:

**Date(s): February 26-28, 2021**

**Location:** Grand Canyon University

**Time(s): TBD**

**Officials:** Assigned by the Western Athletic Conference

**Game Guarantee: None**

**Complimentary Tickets:** Limit of up to 10 complimentary admission subject to local health restrictions

**Cancellation Penalty: \$20,000**

**Other provisions: None**

**2. Cancellation:** Either institution failing to comply with Section 1 of this Agreement, either by choosing to cancel the contest or failing to appear shall pay the non-defaulting party the amount of **\$20,000.00** as liquidated damages, unless such cancellation is mutually agreed upon by both institutions. In such case, the Agreement is null and void unless there exists the conditions specified in Section 5 of this Agreement.

**3. Television/Radio:** Any television or radio broadcast shall be done only with the permission of GCU and is subject to payment of rights fees as designated by GCU. GCU will provide one radio line at no cost.

**4. Rules of the Contest:** The contest shall be governed by the National Collegiate Athletic Association (NCAA) rules as in effect at the time of the contest. Both teams agree to comply with COVID-19 testing protocols set forth by the Western Athletic Conference in effect one week prior to the contest, and will complete the Attestation Form attached hereto as Exhibit A. Gameday facility operations and experience, including fan attendance, will be conducted at the discretion of the host team in accordance with local health guidelines in effect at the time of the contest.

**5. Unforeseen Cancellation:** If an unforeseen disaster or catastrophic event, including but not limited to government mandates or local health department guidelines in effect for health pandemics, makes it impossible to play the contest as scheduled, the contest will be postponed and rescheduled at a date and time mutually agreed upon by both parties. In the event of such cancellation as defined in this paragraph, the cancellation shall not be deemed as a breach of contract for which damages are payable under Section 2. Notice of cancellation shall be given from either party as soon as such event occurs, but no later than 48 hours after reasonably put on notice that performance will be interrupted due to said event.

**6. Modifications:** This Agreement is the total contract between both institutions and any modifications to this Agreement must be made in writing and signed by both parties.

**7. Applicable Laws:** This Agreement and the terms and provisions hereof shall be governed by the laws of the State of Arizona.

**8. Due Date:** This contract will be null and void if not signed and returned to Grand Canyon University prior to **January 31, 2021.**

**9. Execution of this Agreement:** Each of the persons executing this Agreement, on behalf of his/her institution, hereby warrants that they are duly authorized to obligate his/her institution to all arrangements as specified in this Agreement.

For: **GRAND CANYON UNIVERSITY**

DocuSigned by:  
By: Ann Pierson Date: 1/21/2021  
293BEF936A8447D...

Ann Pierson, Women's Softball Head Coach

DocuSigned by:  
By: Mark Wilty Date: 1/21/2021  
5F611A4C5A894B8...

Mark Wilty, Associate Athletic Director Business Operations

For: **UNIVERSITY OF NEW MEXICO**

DocuSigned by:  
By: David Williams Date: 1/22/2021  
B654CFE8B21547C...

Director of Athletics