



INTERCOLLEGIATE ATHLETICS
THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 7399 • Austin, Texas 78713-7399 • (512) 471-4602 • fax (512) 471-2378 • www.TexasSports.com

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(Initial)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into by authorities of **The University of Texas at Austin on behalf of the Department of Intercollegiate Athletics ("The University of Texas")** and University of New Mexico ("Visiting Team") shall be deemed satisfactory and binding when duly signed by parties representing both institutions and in accordance with the provisions herein:

Sport: Softball
Facility: Red and Charline McCombs Field **City & State:** Austin, Texas
Day(s): Friday (SG) - Saturday (DH)
Date(s): March 19 & March 20 2021
Time: TBD

**Note that the schedule may change due to television scheduling*

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Consideration: Financial considerations (guarantees, entry fees, etc.) will be as follows: **The University of Texas at Austin will guarantee \$4,500.00 within thirty (30) days completion of the scheduled contest.**

Governing Terms: This contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the NCAA, or any conference or association to which either or both parties may belong.

Game Officials: Officials provided by: Host Institution.

Tickets: Visiting team shall be allowed Zero (0) complimentary tickets.

Return Engagement: N/A.

Damages: Other arrangements shall include: Any party whose team fails to appear and participate in the softball game(s) provided for in this Agreement shall pay the University of Texas at Austin the sum of **\$15,000** within sixty (60) days of the applicable Game date.

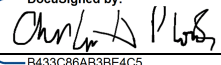
Amendment: This agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment shall be effective unless reduced to writing and signed by an authorized representative of each party.

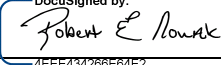
Force Majeure: Neither party shall be considered in default of this Agreement for the failure of its Intercollegiate athletics team to appear and participate in a Game for reasons due solely to acts of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear.

Bat Testing: Arrangements shall include mandatory bat testing prior to competition. NCAA limitations on bats will be strictly enforced.

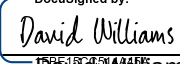
IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

The University of Texas at Austin:


DocuSigned by:
By: 
Name: Christine Plonsky
Title: Chief of Staff / Executive Senior Associate Athletics Director
Date: 2021-01-18 | 08:03:49 PST

DocuSigned by:
By: 
Name: Robert Novak,
Title: Chief Financial Officer
Date: 2021-01-18 | 09:56:56 CST

(University of New Mexico):

DocuSigned by:
By: 
Name: David Williams
Title: Deputy Athletic Director
Date: 2021-01-20 | 07:34:50 PST

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2021-01-18 | 07:12:50 PST 2021-01-18 | 09:56:56 CST 2021-01-18 | 08:03:49 PST 2021-01-20 | 07:34:50 PST

If COVID protocols cannot be met, the game could be either postponed and rescheduled or not played at all without either institution incurring damages.