



Athletic Contest Agreement

This Agreement is between the Host Institution (Host) and the Visitor Institution (Visitor) indicated below, and is effective and binding as of the date this document is signed by the duly authorized representatives of both Institutions. The terms of this Agreement are as follows:

Host Institution: <i>(include name and address)</i>	Oklahoma State University Athletics	
	Billing Address	200 Athletics Center Stillwater, OK 74074
	Attention	Business Office
	Phone Number	405-744-7714
Visitor Institution: <i>(include name and address)</i>	THE UNIVERSITY OF NEW MEXICO	
	Billing Address	1414 University Drive Albuquerque, N.M. 87106
	Contact	Dr. Paula Congleton
	Phone number	505-925-5502
Sport:	SOFTBALL	
Contest Location:	Venue: COWGIRL STADIUM Stillwater, Oklahoma COLLINS FAMILY SOFTBALL COMPLEX Tulsa, Oklahoma	
Contest Date(s):	March 5-7, 2021	Time(s): TBD
Return Game Commitment:	None	
Compensation/Guarantee Amount:	None	
Travel Commitment:	45 Hotel Rooms (15 per night) @ location TBD	
Complimentary Tickets:	None	
Forfeiture Fee:	\$5000	
Other Commitments:		

- Contest:** The Parties agree that their respective teams in the Sport indicated above will compete at the Contest Location(s) and on the Contest Date(s) and Times indicated above. Host may, for good cause, including accommodation of regional or national television, change the starting time of the Contest(s). Both Parties must agree to a change of the date of the Contest.
- Return Game Commitment:** Provided that a Return Game Commitment is indicated above, the Host commits to have its team play another contest in the same Sport against the Visitor's team at the Visitor's usual home venue at a subsequent date as indicated.
- Compensation and Expenses:** The Host agrees to pay the Visitor the Compensation Amount (if any) indicated above, within 60 days after the last Contest Date. The Host shall be responsible for all aspects of event management. Except as otherwise stated in this Agreement, the Visitor shall be responsible for its own travel arrangements and expenses associated with the Contest.
- Travel Commitment:** The Host agrees to provide hotel rooms or other non-monetary consideration to the Visitor as indicated above.

5. **Complimentary Tickets:** The Host agrees to provide to the Visitor the number of complimentary tickets indicated above for each Contest to be played under this Agreement.
6. **Forfeiture Fee:** In the event that either team should cancel or fail to appear for the Contest(s) or Return Game specified in this Agreement, then the Institution of the team which cancelled or failed to appear shall pay to the other Institution liquidated damages equal to the Forfeiture Fee to reimburse the non-forfeiting party for costs and/or damages incurred as a result of the forfeiture, unless the cancellation is due to a mutual written and signed agreement between the Parties or an Intervening Event, as defined below. Any payment pursuant to this provision shall be paid within 60 days after the scheduled Contest Date. If multiple contests are scheduled under this Agreement, the Forfeiture Fee shall be paid upon cancellation of any one contest, but shall be paid only once, even if more than one contest is cancelled.
7. **Other Commitments:** The Parties agree to fulfill any other commitments that are indicated in the table above.
8. **Intervening Events:** Neither Party to this Agreement shall be liable for any failure or delay in the performance of this Agreement (including payment of the Forfeiture Fee), nor for any other breach, loss or damage if caused by war, natural disaster, strikes, walkouts or other labor disturbance, order or regulation of any government body, blockage, riot, civil disorder, epidemic or pandemic, or any similar cause beyond the reasonable control of the party obligated to render performance. Further, should either Party fail to maintain its current NCAA Division status at the time the Contest is scheduled, the Contest may be cancelled without liability or Forfeiture Fee to be paid by either party. If this Agreement contains a Return Game Commitment that is cancelled because of an Intervening Event after one game/series has been played but before the return game/series then the return game/series will be rescheduled as soon as possible.
9. **Rules and Officials:** The Contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, and the rules and regulations of the parties' respective athletic conferences. The Host shall provide contest officials at its sole expense.
10. **Insurance:** The Parties and any of their applicable contractors will maintain general commercial liability, commercial automobile liability, property, workers' compensation, and athletic participants' life, health, accident, and catastrophic insurance coverage with qualified insurers or through properly funded self-insurance programs, in such forms and in such amounts as they deem appropriate and reasonably necessary for each game.
11. **Limitations of Liability:** Subject to the provisions of any state law that limits the liability of a public body including the Oklahoma Governmental Tort Claims Act and any other applicable state law, including its limits of liability and exclusions therefrom, each Party assumes any and all risks of personal injury and property damage attributable to the acts or omission of its officers, employees and agents thereof. Neither Party, if a public body, waives its sovereign immunity by entering into this agreement and specifically retains all immunities and defenses available to it as a sovereign.
12. **Media Rights:** Except as otherwise indicated in this Agreement, and subject to any rights held by home team's athletic conference or the NCAA, all media and broadcast rights and receipts, including radio, television, and live-streaming belong exclusively to the home team and are governed by the rules of its athletic conference. The home team shall provide to the visiting team space for one complimentary radio broadcast outlet designated as the visiting team's official broadcast station.
13. **Other Governing Terms:** The rights and obligations under this Agreement are not assignable or transferable. This Agreement may be amended at any time only in a writing signed by the duly authorized representatives of each party. This Agreement shall be governed by and construed under the laws of the state of Oklahoma. Each individual signing below represents and warrants that he or she is authorized to sign this Agreement on behalf of the Institution represented.
14. **Electronic Signature:** For the purposes of this Agreement, a scanned, facsimile or other like electronic signature will be deemed an original.
15. **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, 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 impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": of God; (b) tornado, haboob, drought, flood, fire, earthquake, 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; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the Impacted Party.

The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. If the Game were to be played in the current environment, it is likely that governmental authority would prohibit the Game from being played. However, the parties enter this contract in the good faith belief that current governmental restrictions will no longer be in effect

at the time of performance. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of future government actions related to COVID-19 shall entitle either part to invoke the protections of the Paragraph, above.

16.

Oklahoma State University

Federal ID# 73-1383996

By: *Chad Weiberg*
Chad Weiberg (Jan 26, 2021 08:44 CST)

Title: Athletics Director or Designee

Date: Jan 26, 2021

The University of New Mexico

Federal ID #47-3897186

By: *David Williams*
David Williams (Jan 25, 2021 14:26 MST)

Title: Athletics Director or Designee

Date: Jan 25, 2021

Dr. Paula Congleton
Dr. Paula Congleton (Jan 25, 2021 12:33 MST)












3.5-7.21 - SB at Oklahoma State

Final Audit Report

2021-01-26

Created:	2021-01-25
By:	Ryan Berryman (rdb8@unm.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyW5VQOHDxYobx49qyp-husjUG4wJ-mVL

"3.5-7.21 - SB at Oklahoma State" History

-  Document created by Ryan Berryman (rdb8@unm.edu)
2021-01-25 - 3:33:00 PM GMT- IP address: 129.24.2.88
-  Document emailed to Dr. Paula Congleton (pcongleton@unm.edu) for signature
2021-01-25 - 3:33:51 PM GMT
-  Email viewed by Dr. Paula Congleton (pcongleton@unm.edu)
2021-01-25 - 7:33:05 PM GMT- IP address: 129.24.1.76
-  Document e-signed by Dr. Paula Congleton (pcongleton@unm.edu)
Signature Date: 2021-01-25 - 7:33:44 PM GMT - Time Source: server- IP address: 129.24.1.76
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2021-01-25 - 7:33:45 PM GMT
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2021-01-25 - 9:26:18 PM GMT- IP address: 129.24.2.123
-  Document e-signed by David Williams (davidwilliams@unm.edu)
Signature Date: 2021-01-25 - 9:26:36 PM GMT - Time Source: server- IP address: 129.24.2.123
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2021-01-25 - 9:26:38 PM GMT
-  Email viewed by Chad Weiberg (jesse.martin@okstate.edu)
2021-01-25 - 9:55:11 PM GMT- IP address: 104.47.45.254
-  Document e-signed by Chad Weiberg (jesse.martin@okstate.edu)
Signature Date: 2021-01-26 - 2:44:48 PM GMT - Time Source: server- IP address: 139.78.35.171
-  Agreement completed.
2021-01-26 - 2:44:48 PM GMT