



**UNIVERSITY OF TULSA
INTERCOLLEGIATE ATHLETICS EVENT AGREEMENT**

This Intercollegiate Athletics Event Agreement (referred to herein as 'Agreement') is entered into by and between the **UNIVERSITY OF TULSA**, an Oklahoma educational corporation with its executive offices at 800 S. Tucker Drive, Tulsa, Oklahoma 74104 (herein referred to as '**TULSA**') and **UNIVERSITY OF NEW MEXICO** (herein referred to as '**NEW MEXICO**'), each a 'Party', and collectively, the 'Parties.'

For and in consideration of the mutual promises and covenants set forth herein, the aforesaid Parties agree as follows:

1. Purpose. The purpose of this Agreement is to confirm the arrangements made for holding an intercollegiate athletic contest between **TULSA** and **NEW MEXICO**.
2. Event. **TULSA** and **NEW MEXICO** hereby agree that their varsity Softball teams desire to meet on the following date in the location and facility indicated and compete against each other in the sport of varsity Softball.
3. Scheduled Games. In furtherance of the purposes of this Agreement, the Parties agree to play an intercollegiate athletic event (herein referred to as a 'Game') between the Softball teams representing each of the respective Parties according to the following schedule:

DATE	HOME TEAM	VISITING TEAM	FACILITY (LOCATION)
3/5/21	TULSA	New Mexico	Collins Family Softball Complex

4. Eligibility and Rules. The eligibility of all players who are to participate on such dates shall be determined by the rules and regulations of the respective athletic conferences and the National Collegiate Athletic Association (NCAA) in effect at the time of the contest. In the event of any conflict in such rules or regulations: (a) if both teams are members of the same conference, the conference rules/regulations shall control; (b) if not, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.
5. Game Officials. Game officials shall be selected by the **HOME TEAM** (as defined above). All expenses associated with officials will be the responsibility of the **HOME TEAM** and shall be paid in accordance with the institution's policy.
6. Arrival of Teams. The teams shall present themselves at the site of the Game in condition to play at least one (1) hour before the time advertised as the starting time for the Game.
7. Visiting Team Travel. Unless mutually agreed in Paragraph 12 hereof, the **VISITING TEAM** shall make its own travel arrangements and pay all associated expenses.
8. Financial Arrangements. The rights to any income derived from all associated game activities including without limitation to concessions, programs, souvenirs, soft goods, and parking shall belong to the **HOME TEAM**. Except as specifically provided herein, the **VISITING TEAM** shall bear its own travel expenses.

9. Tickets. The **HOME TEAM** shall provide the **VISITING TEAM** no complimentary admission for the Game; however all game workers shall be admitted free of charge by credential or pass list and such admission shall not be regarded as complimentary admissions under this Paragraph. Game workers shall be defined as those who have a specific and necessary duty to perform at the game and who do not occupy saleable seats.
10. Radio. Contracting the sale of broadcasting rights shall be the right of the **HOME TEAM** and the **HOME TEAM** shall receive all receipts that accrue therefrom. Notwithstanding the foregoing, however, the **VISITING TEAM** shall have the right to designate a single radio station or radio network to carry a live broadcast of the games played pursuant to this Agreement without incurring an obligation to pay rights fees to the **HOME TEAM**. The **VISITING TEAM** may retain revenues from its own broadcast permitted under this Paragraph. Additionally, the **VISITING TEAM**, in its discretion, shall have the right to allow a non-commercial student operated radio station affiliated with the **VISITING TEAM** to broadcast within its customary broadcast area any games played pursuant to this Agreement. The **HOME TEAM** will provide at least one (1) booth location for radio broadcast.
11. Television. All live television or other video broadcasts of the games under this Agreement by any and all forms of transmission or distribution that now exists or may be developed in the future and any related revenue shall be subject to the terms and conditions of any and all NCAA rules, and/or other association, conference or governing body rules, regulations and agreements for the telecast rights to Games under this Agreement.
- a. The Parties acknowledge and agree that all television rights for games played pursuant to the Agreement are subject in all respects to television agreements entered into by their respective Conferences on behalf of their membership.
 - b. The Parties acknowledge that their Conference may have entered into cross-over television agreements clarifying the television rights to home games of a Conference's member institution that are available for selection pursuant to the television agreements of that Conference with all fees paid for those rights to be retained by that Conference. In the event that this has not occurred, the Parties agree that the television rights to games played at **HOME TEAM** shall be owned by **HOME TEAM** and subject in all respects to the television agreement entered into by **HOME TEAM** Conference.
 - c. Each party shall have the right to film or videotape the games pursuant to the Agreement for non-commercial purposes and shall have access to such space and camera locations as may be reasonably required.
12. Special Arrangements. N/A
13. Testing Protocol. Both parties shall agree to adhere to all applicable COVID-19 related protocols, quarantine and testing requirements, and guidelines issued by the American Athletic Conference, NCAA, public health authority, and government entity.
14. Breach of Agreement; Liquidated Damages. The Parties acknowledge and understand that each of the Parties have forgone other significant opportunities for the scheduling of an alternate game and have invested substantial financial and other resources in anticipation that the Game will be played according to the schedule set forth herein. The Parties also agree that it would be impractical or extremely difficult to fix the actual damage to either party resulting from the cancellation of the Game hereunder. In the event either party should cancel or otherwise fail to participate in the scheduled Game provided for in the Agreement, for any reason other than Uncontrollable Forces as defined in Paragraph 15 hereto, or by mutual consent in writing, the defaulting party shall pay to the non-defaulting party the sum of One-Thousand Dollars \$1,000 for each cancelled game as liquidated damages.
15. Uncontrollable Forces. It is understood that neither party can foresee exigencies which limit the performance of the agreement due to circumstances beyond their reasonable control. Such 'Uncontrollable Forces' include but are not limited to: acts of God; acts of nature; national disaster; pandemic; epidemic; national emergency; riot; acts of war or terrorism; labor disputes; orders of a local or state or federal court or government authority; rule or decision by a governing association of which both Parties are members; rule or decision by an athletic conference of which one party is a member; or similar events beyond the control of any party. For the avoidance of any doubt, cancellation or delay due to 'pandemic' shall include but not be limited to cancellation or delay of a game due to either party being unable to field a team due to contagion of or exposure to COVID-19 within a party's team while COVID-19 is deemed a pandemic by the World Health Organization. In the event of delay, cancellation, or other inability to perform the

requirements of this Agreement due to Uncontrollable Forces, neither Party shall be liable to the other for any expenses, lost revenues, or financial obligations incurred prior to the time of the delay or cancellation or inability to perform as a direct result of the uncontrollable event. The Parties shall reschedule any delayed game upon terms consistent with the terms set forth herein.

- 16. Event Management. All aspects of event management, including but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, etc. is the responsibility of the **HOME TEAM** institution.
- 17. No Assignment. This Agreement and the rights and obligations set forth herein are not assignable or transferable, in whole or in part, by either party.
- 18. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, electronic mail or United States certified or registered mail return receipt requested and shall be addressed to each team as shown below, or to such other address, or to the attention of such other person or officer, as either team may by written notice designate from time to time.

UNIVERSITY OF TULSA
 Department of Athletics
 Attn: Director of Athletics
 800 S. Tucker Drive
 Tulsa, OK 74104-3189

UNIVERSITY OF NEW MEXICO
 Department of Athletics
 Attn: Director of Athletics
 Albuquerque, NM 87131

It is understood that this Agreement is the total agreement between two Parties. Any additions and/or modifications must be submitted in writing and signed by authorized representatives of both Parties.

In the event either party commences an action in either law or equity to enforce the terms and provisions hereof, the prevailing party may seek a reasonable attorney's fee as fixed by a court of competent jurisdiction.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their dully authorized officials on the date set forth below.

UNIVERSITY OF TULSA

UNIVERSITY OF NEW MEXICO

Rick Dickson
 Rick Dickson, Athletic Director`

David Williams
 David Williams (Mar 2, 2021 06:52 MST)
 [Name], [Title]

Crissy Strimple, Head Softball Coach

Dr. Paula Congleton
 Dr. Paula Congleton (Mar 1, 2021 18:27 MST)
 Paula Congleton, Head Softball Coach

2/22/2021
2/22/2021

Mar 1, 2021

Date

Date

73-0579298

Federal Tax ID Number

Federal Tax ID Number









3.5.21 - SB at Tulsa

Final Audit Report

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