



Brigham Young University Department of Athletics

2021-22 Events Agreement for Softball

THIS AGREEMENT is made and entered into by **Brigham Young University** and
University of New Mexico

Date: March 31- April 1, 2022 Event Site: BYU Time: 5:00 p.m. and 7:00 p.m.; 1:00 p.m.

1. **Governing Rules:** NCAA Division I
2. **Game Officials:** Shall be the responsibility of the host institution
3. **Financial Arrangements:** \$5,000.00 guarantee plus 2 nights hotel stay (15 rooms)
4. **Cancellation Clause:** \$5,000.00
5. **Return Engagement:** Date: n/a, Place: n/a
6. **Broadcasting:** BYU Broadcasting retains exclusive live broadcast television rights
7. **Other:** Your team will be required to test for COVID-19 prior to the contest according to the recommendations of the NCAA & West Coast Conference or a mutually agreeable testing protocol determined by the team physician and athletic trainer for each team.
8. **Emergency Circumstances:** This Agreement shall be void and the Parties shall be relieved of any liability if unable to meet the terms herein because of any "Act of God," riots, epidemics, pandemics, fire, smoke which reaches an unhealthy air quality index, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority actions or orders, or prohibitive or injunctive orders of any competent judicial or other governmental authority, civil or military strikes, any act or order of a military or public authority including, without limitation, a recognized health authority, or the State Board of Education, any other cause, similar or dissimilar, beyond the control of the parties (a "Force Majeure Event"). The Home team shall not be held responsible if, due to the occurrence of a Force Majeure Event, it is unable to, or it becomes impracticable to provide a facility to play the said game or otherwise perform under this Agreement on the date and time provided herein, or at all, and neither party shall be liable for any damages, including without limitation direct, consequential, incidental, compensatory, punitive, liquidated or any other category of damages, which either party might suffer as a result thereof.

Brigham Young University

APPROVAL: Visiting Institution

Ryan Berryman
Ryan Berryman (Jan 10, 2022 16:42 MST)

Athletic Director

Dr. Paul C. England
Head Coach

801-422-9059

1/7/2022

Phone Number

Date

805-451-5444

01/10/2022

Phone Number

Date

RETAIN ONE SIGNED COPY AND RETURN THE OTHER COPY TO:

Christiana Molifua at christiana@byu.edu