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UNIVERSITY OF CALIFORNIA

Intercollegiate Athletics Game Agreement # _WSB-2022-08

This Agreement is entered into this 9th day of November , 2021 , is made by and between The Regents of the University of California, on behalf of the Santa Barbara campus ("UCSB"), and **University of New Mexico** ("Visiting Team"). This Agreement shall be governed and interpreted under the laws of the State of California. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties' intending to be legally bound, agree as follows:

1. Contest

The parties mutually agree to meet at the UCSB campus on the day(s) of March 4-6, 2022 and then and there to engage in a game of Softball ("Game"). The Game(s) is/are to begin at: TBD. Exact location of Game will be UCSB Campus Softball Diamond.

2. Eligibility

a) The eligibility of the participating players, shall be governed by the rules and regulations of the National Collegiate Athletic Association (NCAA) and each institutions conference in effect at the time of Game.

b) Visiting Team will be required to abide by COVID-19 related game protocols as established by the Big West Conference, UCSB, State of California and local authorities. These protocols will be provided as soon as they are finalized. If Visiting Team is unable to comply with these protocols, written notification must be provided to the UCSB Director of Intercollegiate Athletics within 72 hours of receipt of the protocols. This agreement will become null and void with no penalty to either institution.

3. Game and/or Guarantee

Game shall be played as a single game or series based on the above mentioned date(s). UCSB will provide Visiting Team as follows:

a) $3,000 as a game guarantee. Payment will be due no later than 30 days following the completion of the contest.

b) 0 (#) complementary tickets to Game. If applicable, band and cheerleaders (in uniform) and official band and cheerleading staff will receive complimentary admission to Game.

c) 0 (#) parking passes in the best available lot near the playing venue. Additional passes may be available, by request, if available.

Ticket prices will be established by UCSB. Visiting Team shall be allowed to purchase 0 (#) tickets, should they choose. Visiting Team shall return all unsold tickets no later than 48 hours before the date of the game, via overnight mail to UCSB.

4. Officials

The officials shall be assigned by the Big West Conference and their expenses shall be paid by UCSB.

5. Expenses

Except as otherwise provided in this Agreement, the Visiting Team will be responsible for defraying any and all of its own costs related to its participation in Game, including but not limited to, transportation, meals and lodging.

6. Radio Broadcast

UCSB shall control radio broadcasts of the game and shall retain the revenue from all radio rights to broadcast Game. Notwithstanding the above, the Visiting Team will be provided with one (1) rights- free radio outlet for the live radio broadcast of Game by the Vising Team's designated station or affiliated radio network.

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7. Television Rights

UCSB shall retain all television and digital broadcast rights, and all revenue derived from both television and digital rights will be distributed in accordance with any UCSB broadcast agreements.

8. Force Majeure

If it becomes impossible to play the contest game for reasons of power failure, strikes, severe weather conditions, riots, war or other unforeseen catastrophes or disasters beyond the control of either party, this Agreement may be terminated by either party without penalty. In addition, in the event that either party considers it necessary or prudent to cancel this agreement due to circumstances related to a pandemic (including but not limited to the COVID-19 outbreak), either party may do so and be relieved of any further financial obligation, risk, or other liability by providing at least seventy-two (72) hours prior written notice of cancellation to _Opposing Team Athletic Director.

9. Forfeiture

The parties acknowledge and agree that if either party chooses to terminate this Agreement within six (6) months prior to the scheduled date of the Game, or fails to participate in either of the games contemplated by this Agreement, the other party's damages would be difficult to assess and substantiate. Due to the nature of intercollegiate athletics, the difficulty and expense of finding a suitable replacement game and the overhead costs associated with scheduling and planning an athletic contest, the parties agree that the terminating or non-participating party shall pay to the other party a termination fee of $15,000_ in full / for each game that is not played as a result of such termination or non-participation.

The terminating or non-participating party shall pay the termination fee to the other party within thirty (30) days of the applicable Game date. It is agreed that if one party communicates to the other party that it does not intend to participate in the Game or schedules another game which would conflict with the Game contemplated by this Agreement, the terms of this Section shall apply.

10. Termination for Convenience

If either party wishes to terminate this Agreement for convenience without penalty to the other, it must give the other party advance written notice, stating the extent and effective date thereof, no later than six (6) months prior to the scheduled date of the Game being canceled. The parties agree that no Game contemplated by this Agreement may be canceled with less than six (6) months' prior notice.

11. Entire Agreement; Waiver

This Agreement represents the entire agreement between the parties pertaining to the matters referred to herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties relating to the subject matter hereof. No amendment, modification, supplement or waiver of any obligations under this Agreement shall be binding unless set forth in a writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

12. Assignment; Severability

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; any purported assignment without that consent is invalid. If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

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The Agreement is signed below by the parties' duly authorized representatives.

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
John McCutcheon 11/23/2021
5DAA2BDAE6C34EE...
(Signature) (Date)
Name: John McCutcheon
Title: Director of Athletics

DocuSigned by:
Brie Galicinao 11/12/2021
9BE8E6CAB82945F...
(Signature) (Date)
Name: Brie Galicinao
Title: Head Coach

DocuSigned by:
Sandra Featherson 11/23/2021
6E4DFBDE6FCB459...
(Signature) (Date)
Name: Sandra Featherson
Title: Assoc. AD of Business Operations

FOR VISITING TEAM

DocuSigned by:
Ryan Berryman, Assoc. AD 11/30/2021
EFD1E0AC928244B...
(Signature) (Date)
Name: Eddie Nuñez
Title: Director of Athletics

DocuSigned by:
Paula Congleton 11/25/2021
A610127DCB5A430...
(Signature) (Date)
Name: Paula Congleton
Title: Head Coach

Questions?
Sandra Featherson
Sandra.Featherson@athletics.ucsb.edu
805-893-4240 office 805-893-7738 fax