



UNIVERSITY OF NORTH TEXAS Intercollegiate Athletics Agreement

This Intercollegiate Athletics Agreement ("Agreement") is made and entered into by the University of North Texas, on behalf of its Department of Intercollegiate Athletics, and by UNIVERSITY OF NEW MEXICO, effective upon signature by both parties.

1. The parties agree that their respective teams in the sport of SOFTBALL shall meet in competition as follows:

Game #1 at UNT Invitational on February 23, 2024 at TBD

Game #2 at UNT Invitational on February 24, 2024 at TBD

Game #3 at UNT Invitational on February 25, 2024 at TBD

2. For each game listed above, the home institution agrees to pay the visiting institution, as full and complete consideration for playing in the competition(s), a guaranteed amount, to be paid no later than 60 days following completion of the competition, as follows:

Game #1: N/A

Game #2 N/A

Game #3 N/A

3. Officials shall be paid by the home institution and appointed by the home institution's respective conference.
4. All players and contestants representing either institution shall be eligible under the rules and regulations of the NCAA and respective conferences.
5. The visiting institution shall be allowed 50 complimentary tickets for Game #1 COVID restrictions at the time of the contest may reduce the ticket allotment.
6. The proceeds derived from game operations shall belong to the home institution exclusively.
7. If either institution breaches this contract by failing to fulfill the terms and conditions of this Agreement for any reason, the breaching party agrees it shall pay to the non-breaching party within thirty days the amount of Five Thousand and No/100 Dollars (\$ 5,000.00) as liquidated damages and not a penalty. This provision shall not apply if cancellation of the competition occurs by reason of: (a) impossibility of performance; (b) a force majeure event as outlined in Section 8; (c) reclassification; or (d) mutual written agreement of the institutions. If one institution breaches, the non-breaching party shall be released from all obligations for subsequently scheduled games involving the breaching party.
8. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any loss or damages or for any delays or failure to perform one or more of its contractual duties arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, epidemics or pandemics (new or existing), public emergency, government regulation or order, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or communications failures. This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the event, limits delay in performance to that required by the event, and takes all reasonable steps to minimize damages and resume performance. If the event continues for a period of more than thirty (30) days, either party may thereafter exercise its rights pursuant to this Section to terminate this Agreement without liability by delivering a written notice of termination to the other party.
9. Either institution may cancel the competition(s) if either institution is reclassified to a different NCAA membership division after the contract has been signed. Cancellation under this section shall be deemed not to be a breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, on the date set forth below.

UNIVERSITY OF NORTH TEXAS

UNIVERSITY OF NEW MEXICO

By: _____

By: David Williams

Jared Mosley,
VP and Director of Athletics

Name: David Williams
Title: Deputy Athletic Director

Date _____ 940.565.4553
Phone Number

DocuSigned by: [Signature]
73279f209910459
Head Coach

Date _____ ()
Phone Number

DocuSigned by: [Signature]
13116b160cc448a
Head Coach