


HAWAII
ATHLETIC EVENT AGREEMENT

This Agreement, entered into on June 24, 2023, between the University of Hawai`i, the state university and a body corporate of the state of Hawai`i, for the benefit of the University of Hawai`i at Mānoa Department of Intercollegiate Athletics ("UHM" or "Home Team") and the University of New Mexico ("UNM" or Visiting Team), 1414 University Drive, Albuquerque, NM 87106, individually or collectively referred to herein as "Party" or "Parties," describes the arrangements for the intercollegiate athletic contest(s) between the Parties' respective teams described herein.

1. Contest(s). The Parties' respective teams in the intercollegiate sport of Softball shall compete in the following intercollegiate contest(s) (collectively referred to herein after as the "Contest(s)"):

<u>Rainbow Wahine Classic</u>		
<u>Date</u>	<u>Location</u>	<u>Time</u>
Wednesday, March 6, 2024	Rainbow Wahine Softball Stadium	TBD
Thursday, March 7, 2024	Rainbow Wahine Softball Stadium	TBD
Friday, March 8, 2024	Rainbow Wahine Softball Stadium	TBD

2. Governance and Eligibility. The Contest(s) and eligibility of participants shall be governed by the rules of the Parties' respective associations, conferences, and institutions.

3. Financial Considerations. The Home Team shall pay the Visiting Team the amount of Seven Thousand Five Hundred Dollars (\$7,500), no later than sixty (60) days following the completion of the Contest(s).

4. Covid-19 Guidelines. The Parties agree to adhere to all COVID-19 protocols, including all testing protocols, required by the NCAA, UHM's conference, UHM, the State of Hawai`i, and the City and County of Honolulu, in order to compete in the contest(s) described herein.

5. Officials. Officials for the Contest(s) shall be at the expense of Home Team and shall be appointed by the conference to which the Home Team belongs.

6. Tickets. Visiting Team shall receive Zero (N/A) complimentary tickets. Ticket pricing shall be controlled by the Home Team.

7. Cheerleaders and Mascots. Cheerleaders and mascots in uniform shall be admitted free of charge. The Home Team shall be notified of the number attending no later than seven (7) days before the Contest(s).

8. Cancellation, Forfeiture, Non-Appearance. The Parties agree that if a Party's team cancels, forfeits or fails to appear for a Contest, then that Party shall be deemed to have breached the Agreement and shall pay to the non-breaching Party:

A) A liquidated sum of Seven Thousand Five Hundred Dollars (\$7,500). The Parties agree that it is difficult to predict attendance and revenues for any Contest, so that this sum will represent liquidated damages for the non-breaching Party's loss of revenue. The Parties further agree that the sum provided for herein is a reasonable estimate of the damages that would be incurred as a result of breach and is not a penalty. Payment must be made by the Party who cancels, forfeits or fails to appear no later than sixty (60) days following the scheduled date of each Contest for which the Party's team fails to appear.

B) Notwithstanding the above, if such cancellation, forfeiture or failure to appear for the Contest is due to any of the following causes (each a "Force Majeure Event"), this Agreement may be terminated in writing unilaterally or by mutual consent, provided that such Force Majeure Event must be in effect at the date and time of the scheduled Contest and the party seeking to terminate gives the other party prompt written notice of its intent to terminate based on such Force Majeure Event: (a) strikes, slowdowns, or labor disputes or troubles involving the Parties, (b) severe weather or climatic conditions, (c) riots or other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and

other regional, national, or international public health emergencies, (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. It will also be considered a Force Majeure Event if any of the Force Majeure Events cause the facility or venue to be unavailable at the date and time of the scheduled Contest. If this Agreement is validly terminated due to a Force Majeure Event, neither shall be responsible to the other for any loss or damage, including, without limitation, the payment of any guarantees or reimbursements for costs incurred. No such cancellation shall affect the Parties' obligations as to subsequent games, if any, covered by this Agreement.

9. Broadcast Rights. UHM's conference, or UHM if the rights revert back, shall control the television broadcast rights and revenues for the Contest(s). Visiting Team, upon request (minimum thirty (30) calendar day notice), will be provided access for radio connections at their own cost. Visiting Team will be allowed one designated commercial radio station to broadcast free of rights fees.

10. Name, Image, and Likeness. The Visiting Team represents that all of the Visiting Team's administrators, coaches, staff, employees, volunteers, cheerleaders, mascots, band members, and student-athletes present at the Contest(s) (collectively, the "Visiting Team Participants") have granted Visiting Team the right to use their name, image, likeness, appearance and voice and that the Visiting Team has the authority to and, subject to the regulations, rules and policies of the NCAA and the Visiting Team's conference, hereby grants to the Home Team and its officers, agents, employees, successors, licensees, and assignees the right to take and use photographs, video, sound recordings and/or live stream of Visiting Team Participants' participation in the Contest(s) (including any Visiting Team Participant's interviews before or after the Contest(s)), to include Visiting Team Participant's name, image, likeness, appearance, and voice (collectively the "Recordings") for: (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation, (e) in any manner, media, or format now existing or hereinafter created, including but not limited to use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings; provided, in all cases, that the essence of the original content of the Contest(s) is not altered. All right, title, and interest in the Recordings belong solely to the Home Team and/or its licensees or sub-licensees. The Visiting Team understands the Contest(s) may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consents to the inclusion of Visiting Team Participants in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings. The Visiting Team also acknowledges and agrees that it has no right to review or approve the Recordings before they are used by the Home Team, provided that such Recordings are used in a manner that does not constitute a direct endorsement by the Visiting Team or the Visiting Team Participants of a third party's products or services.

11. Legal Responsibility. Each Party shall be responsible for damages or injury caused by that Party's officers and employees in the course of their employment under this Agreement to the extent that such Party's liability for such damage or injury has been determined by a court or otherwise agreed to by such Party, and such Party shall pay for such damages and injury to the extent permitted by law and provided that funds are appropriated, allotted or otherwise properly made available for that purpose.

12. Assignment and Waiver. No assignment may be made of this Agreement, and failure to enforce any provision shall not be deemed to be a waiver of right(s) to any other provision.

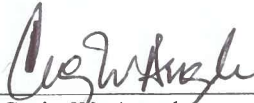
13. Severability. If any provisions of this Agreement or any application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected.


14. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Hawai'i, regardless of its place of execution. Any legal action arising under this Agreement shall be brought in court of competent jurisdiction in the State of Hawai'i.

15. Entire Agreement. This is the entire Agreement of the Parties, and supersedes any and all prior agreements for the described arrangements for the intercollegiate athletic Contest(s) described in Section 1 above. This Agreement may contain handwritten amendments, but such amendments are valid only if initialed by authorized representatives of both


Parties. This Agreement may also be supplemented, but only in writing executed by authorized representatives of both Parties, and no additional consideration shall be required. The Parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original.

16. Execution. This Agreement has been duly executed by authorized representatives of the Parties.

By:  6/28/23
Date
Craig W. Angelos
Director of Intercollegiate Athletics
University of Hawai'i at Mānoa


By: 
Date
David Williams (Jul 6, 2023 08:16 MDT)

Print Name: David Williams

By:  8/24/23
Date
Tiffany Kuraoka
Fiscal Administrator
University of Hawai'i at Mānoa

Title: Deputy Athletic Director
University of New Mexico

Head Coach _____ Sport Admin 


Nicole Dickson (Jul 6, 2023 08:17 MDT)