



ABILENE CHRISTIAN UNIVERSITY

Intercollegiate Athletics Contest Agreement

THIS AGREEMENT made and entered into this 15th day of April, 2021, by and between the Department of Intercollegiate Athletics of the **Abilene Christian University ("ACU")** (Abilene, TX) and the authorities representing **University of New Mexico ("UNM")**.

1. **Events:** The parties agree that their respective varsity teams in the sport of **W. Volleyball** shall meet as follows:

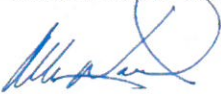
At: ACU – Abilene, TX	Date: September 3-4 th , 2021	Time: TBA
AT: UNM – Return	Date: 2022	Time: TBA
2. **Financial:** The financial consideration for playing said contests shall be as follows: Abilene Christian University will provide visiting team **10 hotel rooms for 2 nights** as full and complete compensation for the games played.
3. **Officials:** Officials shall be appointed and paid by the home institution.
4. **Rules for Contest:** All players and contestants representing either institution shall be eligible under the rules and regulations of their respective governing body and respective conferences in effect at the time of the contest.
5. **Complimentary Admissions:** N/A
6. **Television:** The home team shall retain all television rights.
7. **Radio:** The radio broadcast of the game, and all revenue derived, shall be under the control of the home team. The visiting team shall be allowed one (1) free radio outlet for live radio broadcast to be transmitted to the visiting team's usual and customary home market and shall retain the revenue derived from such broadcast.
8. **Webcast:** The home team shall retain all web-streaming and online broadcast rights.
9. **Force Majeure.** It is herein agreed that neither party to this agreement shall be held liable for delay or failure in performance or shall be required to pay damages under **paragraph 11** herein for a cancelled or defaulted game resulting from events or acts, including COVID-19, which are beyond the control of such party and shall constitute an event of force majeure. Such events or acts shall include without limitation, acts of God, athletic program or applicable sport termination, strikes, lockouts, riots, acts of war, or pandemics; governmental, NCAA, Southland Conference, or other controlling athletic conference regulations imposed after the fact,

including schedule changes and/or additions; fire, power failures, earthquakes or other disasters. Notice of such events shall be given as soon as possible.

10. **Testing Protocol.** The Parties agree to meet all applicable NCAA standards relating to COVID testing protocols as outlined by the NCAA for Division I members.
11. **Damages.** If either party fails to comply with the terms and conditions of this agreement, the canceling party agrees it shall forfeit to the other within thirty days the sum of **\$5,000.00** as liquidated damages and not a penalty. If cancellation is by mutual consent, such cancellation shall be agreed upon in writing and this contract shall be null and void.
12. **Controlling Law.** This agreement shall be governed by the laws of the State of Texas.
13. **NCAA Reclassification.** This agreement may be voided by either party, without penalty or damages, if either is reclassified to a different national governing authority membership division after the contract has been executed.
14. **Other provision and conditions:** Selection of hotels is at the discretion of the home institution. Host institution will be responsible for hotel room and standard tax charges alone. Other charges - including but not limited to - damages, incidentals, additional services, etc. will not be covered by the host institution is the responsibility of the visiting institution.
15. **Entire Agreement.** This agreement represents the entire agreement between the parties hereof and no prior verbal agreements or representations shall be binding on the parties.
16. **Amendment.** This agreement may be amended or modified only upon written agreement of the parties.

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

ABILENE CHRISTIAN UNIVERSITY



Director of Athletics

4/15/21 (325) 674-2873

Date Phone Number

University of New Mexico



Authorized Representative

4/15/21 (505) 933-1143

Date Phone Number

Please keep one copy for your records. Return via email to Chris Ballard (cxb04f@acu.edu)