



December 20, 2022

The University of New Mexico  
Department of Athletics  
1414 University Drive  
Albuquerque, NM 87106

Attn: Mr. Jon Newman-Gonchar, Head Coach, Volleyball

Re: 3-year Official Volleyball Agreement for the University of New Mexico.

Mr. Newman-Gonchar:

Molten USA, Inc. (Molten) is pleased to enter into the following Agreement to become the Official Volleyball of the *University of New Mexico (New Mexico)*. The terms of the Agreement, which will commence on January 1, 2023, and end on December 31, 2025, are listed below:

I. Molten agrees to provide the *University of New Mexico* with the following free products and sponsorship considerations:

- A. 36 each IV58L-N Super Touch NCAA royal/silver/white premium leather volleyballs in each year of the Agreement.
- B. Four (4) each BKF series standard ball carts in the first year of the Agreement, and two (2) each in each subsequent year.

**Note:** All agreed upon free products will be shipped using FedEx Ground Service in a timely manner, unless otherwise specified and paid for by the *University of New Mexico*.

II. Molten agrees to provide the *University of New Mexico* with the following pricing:

- A. A price of \$44.00 each for every IV58L-N Super Touch NCAA royal/silver/white premium leather volleyball.
- B. A price of \$30.00 each for every BV-5000 series composite sand volleyball.
- C. A price of \$130.00 for every BKF series standard ball cart.
- D. A price of \$150.00 for every BKH series deluxe ball cart.
- E. A price of \$1.50 for every V100V mini promotional volleyball.
- F. A price of \$9.00 each for every MS500 custom camp volleyball (minimum order of 120 pieces / 90 days lead time). Additional discounts available based on quantity.

- G. A price of \$6.00 each for every V200 custom promotional mini volleyball (minimum order of 210 pieces / 90 days lead time).

**Note:** Molten reserves the right to adjust pricing due to increases in our costs of goods sold with the consent of both parties. The adjustments will be no more than 5% annually. Taxes and shipping are not included in the prices. Any amendments or addenda hereafter made shall be in writing and executed with the same formality.

III. *The University of New Mexico* agrees to fulfill the following contractual obligations:

- A. The designation of Molten as the Official Volleyball of *New Mexico*. This designation includes:
1. The use of Molten volleyball in all *New Mexico* home matches.
  2. The use of Molten volleyballs in all tournaments hosted by *New Mexico*.
  3. The use of Molten volleyballs in *New Mexico* camps and clinics.
- B. Promote on a “best effort” basis Molten and its volleyballs in photographs, newsletters, press guides, brochures, press releases, team photos and other publications.

IV. Warranties, Exclusions and Clauses:

- A. **Exclusivity – The University of *New Mexico*** agrees that it will not conclude any agreement and/or contract that materially conflicts or competes with this Agreement, in the category of Official Volleyball.
- B. **Name Marks and Logo** – The use of University trademarks, service marks, logos or symbols is subject to being previously reviewed and approved by UNM Athletics and/or its Licensing partner to assure compliance with University’s policies and procedures regarding use of marks.
- C. **Default and Termination**
1. Molten may declare *The University of New Mexico* in default of this Agreement upon the failure of *The University of New Mexico* to observe or perform any covenant, condition, or agreement upon its part to be observed under this Agreement for a period of 15 days after receipt of written notice from Molten specifying such failure and requesting that it be remedied. If the default be continuing and *The University of New Mexico* has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Molten shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Molten under this Agreement.
  2. *The University of New Mexico* may declare Molten in default of this Agreement upon the failure of Molten to observe or perform any covenant, condition, or agreement upon its part to be observed under this Agreement for a period of 15

days after receipt of written notice from *The University of New Mexico* specifying such failure and requesting that it be remedied. If the default be continuing and Molten has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, *The University of New Mexico* shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of *The University of New Mexico* under this Agreement.

**D. Interpretation** - The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against *The University of New Mexico* or Molten. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. Otherwise, if any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, said provision shall be deemed to severed or deleted, and neither such provision, its severance or deletion, shall affect the validity or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided herein.

**E. Notices** - All notices required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be effective as of the date such notice is deposited in the U.S. mail and sent by certified or registered mail, return receipt requested, or sent via facsimile transmission with accurate date and time stamp to the following parties:

Molten USA, Inc.  
Attn: Jeff Keyes – Director of Sales  
1170 Trademark Drive, Suite 109  
Reno, Nevada 89521

University of New Mexico  
Department of Athletics  
Attn: Jon Newman-Gonchar – Head Volleyball Coach  
1414 University Drive  
Albuquerque, NM 87106

Each party may change its address for these notice purposes upon giving the other party (10) days advance written notice in the same manner provided above.

**F. Assignment** - Molten shall not assign or permit an assignment by operation of law of this Agreement or any interest hereunder without prior written consent of *The University of New Mexico*, which consent will not be reasonable withheld or delayed. If such assignment is requested by Molten and *The University New Mexico* provides its written consent to such assignment, all terms and conditions of this Agreement shall be binding and inure to any assigned of Molten.

