



THE UNIVERSITY OF NEW MEXICO

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and UTAH VALLEY UNIVERSITY ("UVU")

SPORT: Baseball

GAME SITE: Santa Ana Star Field - Albuquerque, NM*

DATE/TIME: May 14-16, 2021 at times TBD

1. The parties agree to participate in an athletic contest ("Game") between their Baseball teams on the date and at the time set forth above.
2. In consideration for playing in the Game, UNM shall pay to UVU the sum of ten-thousand dollars (\$10,000.00).
3. Officials for such contest(s) shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in such contest(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. UVU team shall be allowed 50 complimentary tickets for the above contest(s), if fans are permitted in the venue.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. UVU grants to UNM the non-exclusive, worldwide, irrevocable, transferable (without consent), sublicensable (without consent, and through multiple tiers of sublicensees), royalty-free right and license to use (i) the trademarks, service marks and other indicia of and relating to any teams participating in said Game and (ii) the names, images, likenesses, biographical details, privacy rights, publicity rights, and all other indicia of identity of participants and other individuals involved in the conduct of the Game for the purposes of broadcasting, advertising and promoting the Game.
8. The parties agree that if either institution breaches this contract by refusing to play at the time and place agreed upon, the non-breaching party shall sustain damages that are difficult (if not impossible) to calculate. Therefore, the parties agree that in the event one party refuses to play at the time and place agreed upon, it shall pay to the other party, as liquidated damages and not as a penalty, the sum of ten-thousand dollars (\$10,000.00).



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9. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) tornado, (c) haboob, (d) drought, (e) flood, (f) fire, (g) earthquake, (h) explosion; (i) war, (j) invasion, (k) hostilities (whether war is declared or not), (l) terrorist threats or acts, (m) riot or other civil unrest; (n) insurrection; (o) government order or law; (p) actions, embargoes or blockades in effect on or after the date of this Agreement; (q) action by any governmental authority; (r) national or regional emergency; (s) strikes, labor stoppages or slowdowns or other industrial disturbances; (t) shortage of adequate power or transportation facilities; and (s) other similar events beyond the reasonable control of the Impacted Party.
10. *The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. If it were played today, current governmental restrictions in New Mexico would prevent the Game from being held at the Game Site. However, the parties enter this contract in the good faith belief that current governmental restrictions will no longer be in effect at the time of performance. In the event that governmental or other restrictions exist at the time of performance that prohibit the Game from being played at the Game Site, or otherwise make playing the Game impracticable or impossible at the Game Site, the location of the competition shall be changed to UVU facilities. In this event, as consideration for UNM travelling to UVU, UVU shall pay to UNM the sum of \$10,000.00.

FOR: THE UNIVERSITY OF NEW MEXICO

Sport Coordinator

Date

Ray Birmingham Jr.

Apr 16, 2021

Coach

Date

David Williams

David Williams (Apr 18, 2021 07:41 MDT)

Apr 18, 2021

Athletic Director or Designee

Date

FOR: UTAH VALLEY UNIVERSITY

Eric Madsen

Eric Madsen (Mar 1, 2021 14:52 MST)

03/01/2021

Coach

Date

Athletic Director or Designee

Date

NS
NS

CF
CF

JJ
JJ

PLEASE RETURN SIGNED COPY VIA EMAIL TO RDB8@UNM.EDU

MBA @ The University of New Mexico

2020-2021

Final Audit Report

2021-04-18

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