



THE UNIVERSITY OF NEW MEXICO

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“UNM”)
and COLLEGE OF THE HOLY CROSS (“HC”)

SPORT: Baseball

GAME SITE: Santa Ana Star Field – Albuquerque, NM

DATE(S)/TIME(S): Friday, February 25, 2022 at 2:00pm MT

Saturday, February 26, 2022 (DH) at 11:00am MT

Sunday, February 27, 2022 at 12:00pm MT

MM
MM

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(s), UNM shall pay to HC the sum of twelve-thousand five-hundred dollars (\$12,500.00)
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. Complimentary tickets will be decided at a later date dependent upon state, city, county, NCAA and conference requirements at the time of the competition. If 100% capacity is allowable, HC will be allowed 50 complimentary tickets for the above contest.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. HC 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).
9. Force Majeure:
 - a. 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



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party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) tornado, haboob, drought, flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the Impacted Party.

- b. 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 the Game were to be played in the current environment, it is likely that governmental authority would prohibit the Game from being played. 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. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of future government actions related to COVID-19 shall entitle either part to invoke the protections of Paragraph 9a, above.

FOR: THE UNIVERSITY OF NEW MEXICO

FOR: COLLEGE OF THE HOLY CROSS

Sport Coordinator Date

Coach Date

[Signature] Sep 7, 2021
[Tom Brown \(Sep 7, 2021 11:24 MDT\)](#)

Edward S. Kahovec III Sep 28, 2021
[Edward S. Kahovec III \(Sep 28, 2021 18:20 EDT\)](#)

Coach Date

Athletic Director or Designee Date

David Williams Sep 8, 2021
[David Williams \(Sep 8, 2021 08:27 MDT\)](#)

Athletic Director or Designee Date

Signature: *Matt McKernan*
[Matt McKernan \(Sep 7, 2021 09:46 MDT\)](#)

Email: mckmatt@unm.edu