



THE UNIVERSITY OF NEW MEXICO

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and TEXAS TECH UNIVERSITY ("TTU")

SPORT: Baseball

GAME SITE: Santa Ana Star Field – Albuquerque, NM

DATE(S)/TIME(S): Monday, April 18, 2022 at 6:00pm MT MM
Tuesday, April 19, 2022 at 12:00pm MT 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. Officials for such contest(s) shall be assigned by the Mountain West Conference.
3. 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.
4. 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, TTU will be allowed 50 complimentary tickets for the above contest.
5. UNM retains all rights to broadcast the Game on television, the internet, and any other medium. TTU shall retain the following non-exclusive rights as to publication, broadcast, rebroadcast, or other dissemination of its participation in the Game(s):
 - a. To distribute its radio broadcast of the Game(s) in accordance with TTU's typical practices for regular season baseball contests;
 - b. To publish its own stories, press releases, summaries, video clips, audio clips, and the like regarding TTU's participation in the Game(s) via TTU's institutional and athletics websites and social media accounts; and
 - c. To videotape the Game(s) for TTU's own internal or promotional, non-commercial use.
6. Subject to applicable laws and NCAA and conference rules, TTU 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.
7. 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).
8. Force Majeure:



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"Event of Force Majeure" means an event beyond the control of UNM or TTU which prevents or makes a party's compliance with any of its obligations under the Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; directive of athletic conference or NCAA authority; or directive of governmental authority. No party will be considered in breach of the Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

FOR: THE UNIVERSITY OF NEW MEXICO

FOR: TEXAS TECH UNIVERSITY

Sport Coordinator

Date



Tod Brown (Nov 12, 2021 12:58 MST)

Nov 12, 2021

Coach

Date

David Williams

David Williams (Nov 12, 2021 14:00 MST)

Nov 12, 2021

Athletic Director or Designee

Date

Signature: _____


Jennifer Adling (Nov 12, 2021 12:17 CST)

Email: jennifer.adling@ttu.edu

Nov 12, 2021

Athletic Director or Designee

Date

Signature: *Matt McKernan*

Matt McKernan (Nov 20, 2021 17:18 MST)

Email: mckmatt@unm.edu