



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")  
And SOUTH DAKOTA STATE UNIVERISTY ("SDSU")

SPORT: Baseball

GAME SITE: Santa Ana Star Field - Albuquerque, NM

DATE(S)/TIME(S): Friday, February 23, 2024 at a time TBD



Saturday, February 24, 2024 (DH) at a time TBD

Sunday, February 25, 2024 at a time TBD

1. The parties agree to participate in an athletic contest ("Game(s)") 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 SDSU the sum of fifteen-thousand dollars (\$15,000.00).
3. Officials for the Game(s) shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. SDSU will be allowed 25 complimentary tickets for the above contest(s).
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. SDSU 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, the sum of fifteen-thousand dollars (\$15,000.00). Such payment shall be offset, dollar for dollar, by any amount UNM may have already paid SDSU at the time of the breach.
9. **Force Majeure:** 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) government order or law; (o) embargoes or blockades in effect on or after the date of this Agreement; (p) action by any governmental authority that makes performance impractical or impossible; (q) declaration of a national, regional or local emergency; (r) strikes, labor stoppages or slowdowns or other industrial disturbances; (s) shortage of adequate power or transportation facilities; (t) pandemic or other health emergency; and, (u) other similar events beyond the reasonable control of the Impacted Party.

[END: SIGNATURES FOLLOW]

Signature: Matt McKernan  
Matt McKernan (Mar 21, 2023 11:10 MDT)  
Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

FOR: SOUTH DAKOTA STATE UNIVERSITY

Ryan Berryman  
Ryan Berryman (Mar 21, 2023 11:11 MDT)  
Sport Coordinator \_\_\_\_\_ Date

Rob Bishop  
Rob Bishop (Mar 30, 2023 14:13 CDT)  
Coach \_\_\_\_\_ Date

Tod Brown  
Tod Brown (Mar 21, 2023 11:13 MDT)  
Coach \_\_\_\_\_ Date

Don Min  
Athletic Director or Designee \_\_\_\_\_ Date

Eddie Nunez  
Eddie Nunez (Mar 21, 2023 12:52 MDT)  
Athletic Director or Designee \_\_\_\_\_ Date