



**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): Tuesday, March 5, 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. Officials for the Game(s) shall be assigned by the Mountain West Conference.
3. The eligibility rules governing participation in the Game shall be those established by the faculties of the Parties and the Athletic Conferences involved.
4. TTU will be allowed 25 complimentary tickets for the above contest(s).
5. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium. Notwithstanding the foregoing, the visiting team shall be permitted to distribute its radio broadcast of the Game(s) in accordance with its typical practices for regular season baseball contests; to publish its own stories, press releases, summaries, video clips, audio clips, and the like regarding its participation in the Game(s) via its institutional and athletics websites and social media accounts; and to videotape the Game(s) for its own internal or promotional, non-commercial use.
6. 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 Party 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).
8. **Force Majeure:** “Event of Force Majeure” means an event beyond the control of either Party 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 dates of the athletic contest(s)). 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

