ATHLETIC CONTEST AGREEMENT

THIS AGREEMENT is between the Host Institution (Host) and the Visitor Institution (Visitor) indicated below, and is effective and binding as of the date this document is signed by the duly authorized representatives of both Institutions. The terms of this agreement are as follows:

Host Institution Contest 1: **Visitor Institution Contest 2:**	**The Regents of New Mexico State University** c/o NMSU Athletics Director, MSC 3FAC PO Box 30001, Las Cruces, NM 88003-8001 Phone: 575-646-5448	
Host Institution Contest 2: **Visitor Institution Contest 1:**	The University of New Mexico Lobo Athletics MSC04 2680 Albuquerque, NM 87131	
Sport:	**Men's Basketball**	
Contest 1 Location:	**Las Cruces, NM**	
Contest 2 Location:	**Albuquerque, NM**	
Contest 1 Date:	**November 21, 2019**	Time: TBD
Contest 2 Date:	**December 14, 2019**	Time: TBD
Compensation Amount:	**N/A**	
Travel Commitment:	**N/A**	**Due Date: N/A**
Complimentary Tickets Contest 1 and Contest 2:	50	
Forfeiture Fee:	**$50,000.00**	
Other Commitments:	N/A	

1. **Contest:** The Parties agree that their respective teams in the Sport indicated above will compete at the Contest Location(s) and on the Contest Date(s) and Times indicated above. Host may, for good cause, including accommodation of regional or national television, change the starting time or date of the Contest(s), subject to the consent of the Visitor, which consent shall not be unreasonably withheld.
2. **Return Game Commitment:** Provided that a Return Game Commitment is indicated above, the Host commits to have its team play another contest in the same Sport against the Visitor's team at the Visitor's usual home venue at a subsequent date as indicated.
3. **Compensation and Expenses:** The Host agrees to pay the Visitor the Compensation Amount (if any) indicated above, on or before the date indicated. The Host shall be responsible for all aspects of event management. Except as

otherwise stated in this Agreement, the Visitor shall be responsible for its own travel arrangements and expenses associated with the Contest.

4. **Travel Commitment:** The Host agrees to provide hotel rooms or other non-monetary consideration to the Visitor as indicated above.
5. **Complimentary Tickets:** The Host agrees to provide to the Visitor the number of complimentary tickets indicated above for each Contest to be played under this Agreement.
6. **Forfeiture Fee:** In the event that either team should cancel or fail to appear for the Contest(s) specified in this Agreement, then the Institution of the team which cancelled or failed to appear shall pay to the other Institution a Forfeiture Fee in the amount indicated above to reimburse the non-forfeiting party for costs and/or damages incurred as a result of the forfeiture, unless the cancellation is due to a mutual written and signed agreement between the Parties. Any payment pursuant to this provision shall be paid within 10 days of the scheduled Contest Date. If multiple contests are scheduled under this Agreement, the Forfeiture Fee shall be paid upon cancellation of any one contest, but shall be paid only once, even if more than one contest is cancelled.
7. **Other Commitments:** The Parties agree to fulfill any other commitments that are indicated in the table above.
8. **Intervening Events:** Neither Party to this Agreement shall be liable for any failure or delay in the performance of this Agreement, nor for any other breach, loss or damage if caused by war, natural disaster, strikes, walkouts or other labor disturbance, order or regulation of any government body, blockage, riot, civil disorder or any similar cause beyond the reasonable control of the party obligated to render performance. Further, should either Party fail to maintain its current NCAA Division status at the time the Contest is scheduled, the Contest shall be cancelled without liability or Forfeiture Fee to be paid by either party. As a public entity, all financial obligations of Host set forth in this Agreement, including payment of compensation, fees or damages, are contingent upon the appropriation of necessary funds from the New Mexico Legislature.
9. **Rules and Officials:** The Contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, and the rules and regulations of the parties' respective athletic conferences. The Host shall provide contest officials at its sole expense.
10. **Media Rights:** Except as otherwise indicated in this Agreement, and subject to any rights held by Host's athletic conference or the NCAA, all media and broadcast rights and receipts, including radio, television, and live-streaming belong exclusively to the Host and are governed by the rules of its athletic conference. Host shall provide to Visitor space for one complimentary radio broadcast outlet designated as the Visitor's official broadcast station.
11. **Other Governing Terms:** The rights and obligations under this Agreement are not assignable or transferable. This Agreement may be amended at any time only in a writing signed by the duly authorized representatives of each party. This Agreement shall be governed by and construed under the laws of the state of New Mexico. Each individual signing below represents and warrants that he or she is authorized to sign this Agreement on behalf of the Institution represented.

The Regents of
New Mexico State University

By: _____

Title: Athletics Director

Date: 3/12/19

University of New Mexico

Federal ID # _____

By: _____

Title: Dir of Athletics

Date: 2-12-19

Sign both copies and return one to:

New Mexico State University
P.O. Box 30001, MSC 3FAC
Las Cruces, NM 88003-8001
Phone: (575) 646-5448