

Department of Intercollegiate Athletics  
University of Colorado at Boulder  
**ATHLETIC CONTRACT**

THIS AGREEMENT, by and between the Regents of the University of Colorado, a body corporate, on behalf of the University of Colorado Boulder's Department of Intercollegiate Athletics (HOST INSTITUTION) and University of New Mexico (VISITING INSTITUTION) stipulates as follows:

**FIRST:** That the teams representing the two above institutions shall engage in the following athletic contest:

SPORT	DATE	TIME	PLACE
Men's Basketball	November 13, 2021	TBD	Boulder, Colorado

**SECOND:** That in consideration of such contest, the HOST INSTITUTION shall pay to the VISITING INSTITUTION the sum of: EIGHTY THOUSAND dollars (\$80,000). The HOST INSTITUTION shall render said payment to the VISITING INSTITUTION no later than sixty (60) days following the date of competition. The VISITING INSTITUTION shall render payment to the HOST INSTITUTION for ticket sales in excess of the complimentary tickets listed in the FIFTH paragraph below, no later than 60 days following the date of competition.

**THIRD:** That the contest(s) provided for in this Agreement shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletics Association, any conference or association to which each institution belongs, and the rules of the participating institutions.

COVID testing requirements will be determined at a later date and dependent upon state, city, county, NCAA and conference requirements at the time of competition.

**FOURTH:** That the officials shall be appointed by the HOST INSTITUTION'S conference and their expenses paid by the HOST INSTITUTION.

**FIFTH:** Complimentary tickets will be decided at a later date and dependent upon state, city, county, NCAA and conference requirements at the time of competition.

**SIXTH:** RADIO – Depending on the current city, county, state and conference regulations at the time, the VISITING INSTITUTION may be provided space for radio broadcast. If allowable, the VISITING INSTITUTION shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the VISITING INSTITUTION's flagship station and additional terrestrial distribution on the VISITING INSTITUTION's regional network of terrestrial radio stations.

The HOST INSTITUTION shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The HOST INSTITUTION also shall have exclusive rights to sell national terrestrial radio rights.

TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING - The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the HOST INSTITUTION. The HOST INSTITUTION shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The VISITING INSTITUTION agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the HOST INSTITUTION and may be changed up to 6 days in advance of the game in order to accommodate television.
2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
3. Media timeout formats are determined by the Host Institution's conference.
4. The VISITING INSTITUTION may not telecast the game in any way or use any video from the HOST INSTITUTION's telecast of the game without the written permission of the HOST INSTITUTION's conference; provided, however, that the VISITING INSTITUTION shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the HOST INSTITUTION 's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the VISITING INSTITUTION shall have the right to telecast audio

and visual highlights not to exceed 5 minutes in length on the VISITING INSTITUTION's or the VISITING INSTITUTION's Conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network).

B. Contact. Questions dealing with interpretations of the Pac-12 Basketball Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television.

**SEVENTH:** In the event of fire, flood, hurricane, tornado, pandemic – including novel Coronavirus (Covid-19), earthquake, other natural disaster, war, invasion, terrorist attack, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibition by any governing authority, including but not limited to the Pac-12 Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations contained in this Contract. Notice of any such events shall be given as soon as possible.

**EIGHTH:** The parties agree that in the event either party fails to meet the obligations imposed upon it in the FIRST paragraph of this Contract, actual damages would be of an amount that would be uncertain. Consequently, either party failing to comply with the conditions of the FIRST paragraph, either by cancellation or failure to appear, shall pay liquidated damages in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) unless such cancellation or failure to appear shall be by mutual consent or for reasons illustrated in the SEVENTH paragraph in which case this agreement shall be null and void. If cancellation or failure to appear is by mutual consent, such consent shall only be effective if it is in written form and executed on the same document by both parties.

**NINTH:** This Agreement shall include the "Special Provisions" which are required pursuant to the State of Colorado *Fiscal Rules*. The "Special Provisions" are attached hereto and are hereby incorporated by reference. All references to "Contractor" shall be deemed to apply to VISITING INSTITUTION, and all references to "University" shall be deemed to apply to HOST INSTITUTION.

IN WITNESS WHEREOF, this contract has been duly executed by the authorized representatives of each of the parties hereto on the respective dates below.

University of Colorado Boulder:

DocuSigned by:  
Tad Boyle 6/1/2021  
Tad Boyle Date  
Head Men's Basketball Coach

DocuSigned by:  
Jason Depaape 6/1/2021  
Jason Depaape Date  
Deputy Athletic Director

DocuSigned by:  
Carla L Ho-a 6/1/2021  
Carla Ho-a Date  
Chief Financial Officer

University of New Mexico:

Eduardo Nunez (May 20, 2021 14:48 MDT) May 20, 2021  
Name: \_\_\_\_\_ Date  
Athletic Director/Designee

Richard Pitino (May 20, 2021 11:34 MDT) May 20, 2021  
Name: \_\_\_\_\_ Date  
Head Men's Basketball Coach

**University of New Mexico Athletics**  
Attn: MBB Contracts  
1414 University Drive  
Albuquerque, NM 87106

Facility Scheduling:  
CU Athletics Game Operations

DocuSigned by:  
By: Kasey Bengler  
Kasey Bengler, Assistant Director-Event Ops  
6/1/2021  
Date: \_\_\_\_\_

Approved as to Legal Sufficiency  
Office of University Counsel

DocuSigned by:  
By: Sarah Pritchard  
5/28/2021  
Date: \_\_\_\_\_

## SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

**1. CONTROLLER'S APPROVAL.** This contract shall not be valid until it has been approved by the University Controller or designee.

**2. FUND AVAILABILITY.** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the University, and **(c)** be solely responsible for its acts and those of its employees and agents.

**5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**6. BINDING ARBITRATION PROHIBITED.** The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

**7. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**8. VENDOR OFFSET. [Not Applicable to intergovernmental agreements]** If required by CRS §24-30-202.4 (3.5), the University Controller or designate may withhold payment under the State's vendor offset intercept system for debts owed for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

**9. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**10. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.