

# **2021 LAS VEGAS CLASSIC UNIVERSITY OF NEW MEXICO MEN'S BASKETBALL AGREEMENT**

WHEREAS, **BASKETBALL PROMOTIONS & EVENTS LLC.**, ("HOST"), the organizer of the **LAS VEGAS CLASSIC.** (the "TOURNAMENT"), has selected the **UNIVERSITY OF NEW MEXICO** as one of the institutions in the TOURNAMENT to be held from November 25 & 26, 2021 in Las Vegas, Nevada. This will be considered a 29 plus 2 MTE under the new NCAA guidelines. This Agreement is entered into by and between Host and the Regents of the University of New Mexico ("Participant").

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

## **1. ELIGIBILITY AND COMPLIANCE**

(a) This Agreement is subject to all rules of the NCAA and shall be terminated if performance of the Agreement would render any party in violation of NCAA rules.

## **2. TERMINATION**

(a) In addition to the termination provisions of Section 1, PARTICIPANT may terminate this Agreement upon written notice to HOST at any time prior to the beginning of the Tournament. If such termination occurs within 90 days of the beginning of the Tournament, PARTICIPANT shall forfeit all money paid to HOST as of the time of the termination, but shall be under no obligation to make further payments to HOST.

(b) In addition to the termination provisions of Section 1, HOST may terminate this Agreement upon written notice to PARTICIPANT at any time prior to the Tournament. Within 30 days of such termination by HOST, HOST shall repay to PARTICIPANT all money paid by PARTICIPANT to HOST as of the date of the termination. In addition, the parties agree that such termination by HOST will cause damages to PARTICIPANT that are difficult or impossible to calculate precisely. In the event HOST terminates this Agreement pursuant to this Section less than 30 days prior to the beginning of the Tournament, HOST shall pay to PARTICIPANT, as liquidated damages, and not as a penalty, the sum of THIRTY THOUSAND dollars (\$30,000.00) which will be due 60 days from the date of cancellation.

## **3. PLAYING RULES**

The official NCAA Basketball Rules for the 2021-2022 year shall govern all TOURNAMENT play.

## **4. LIABILITY**

Except for claims arising from Participant's own acts or negligence, Host shall indemnify, protect, defend and hold harmless Participant and its agents, officers, Regents, employees, staff, students and attorneys (included in this paragraph in the term "Participant") from and against any and all claims, damages, liens, judgments, penalties, attorneys' fees, expenses and other liabilities (including but not limited to regulatory actions and penalties) arising out of, involving, or in connection with this Agreement. If any action or proceeding is brought against Participant arising from Host's acts or negligence, Host shall upon notice defend Participant at Host's expense by counsel reasonable satisfactory to Participant and pay any judgments, penalties or damages arising from such action.

## **5. TRAVEL AND HOTEL ARRANGEMENTS**

(a) PARTICIPANT shall be responsible for all travel, hotel, and meal cost associated with this type of event. HOST agrees to provide 13 rooms and 1 suite for 3 nights at the Orleans Hotel & Casino.

## **6. TOURNAMENT PARTICIPATION FEE:**

PARTICIPANT agrees to pay \$30,000.00 participation fee. A \$15,000.00 participation deposit is due by August 1, 2021. The additional \$15,000.00 is payable by November 1<sup>st</sup>, 2021.

## **7. INSURANCE:**

At least 14 days prior to the beginning of the Tournament, HOST shall obtain Comprehensive General Liability insurance covering its performance of the Agreement and covering the site of the Tournament. Such insurance shall remain in effect for the entire period of performance of this Agreement.

## **8. PROMOTIONS AND TELEVISION AND RADIO RIGHTS**

HOST will have the right to show PARTICIPANTS as participating in the TOURNAMENT in its marketing and promotion of the TOURNAMENT. All Television rights to the games in Las Vegas are the property of HOST or its assignees.

## **9. SIGNAGE RIGHTS**

All TOURNAMENT games are the sole property of the HOST. HOST has the sole right to all revenues arising from TOURNAMENT-related ticketing, sponsorship, signage, promotion, and advertising relating to the TOURNAMENT. In this regard, it is understood that the HOST shall have the right to display signage on the playing floor, scorer's table, basket support, and other areas immediately adjacent to the playing floor. It is agreed that no signage for the TOURNAMENT shall cover, compete with existing sponsors, or displace any existing signage in PARTICIPANT'S arena. The PARTICIPANT shall use its best efforts to cooperate with the HOST and its licensees in the placement of signage for the TOURNAMENT sponsors and advertisers.

## **10. OPPONENT AND SITE SELECTION**

The parties hereto agree that the HOST shall have the sole authority to determine the pairings of all TOURNAMENT participants for each round as well as the sites and dates for all TOURNAMENT contests.

## **11. GOVERNING LAW**

This agreement shall be governed by the laws of the state of New Mexico, excluding New Mexico's laws regarding conflict of laws, and any dispute arising from this Agreement shall be brought only in the state and federal courts sitting in Bernalillo County, New Mexico; the parties agree that such courts shall have jurisdiction to hear such disputes and waive any claim of *forum non conveniens*.

## **12. COMPLIMENTARY TICKETS**

PARTICIPANT shall receive 50 complimentary passes.

### 13. COVID 19

PARTICIPANT agrees to follow all NCAA protocols in regard to testing requirements for participation with its players, coaches, and other personnel traveling with the team. Testing in Las Vegas will be performed by the tournament medical staff. All testing cost are the responsibility of the PARTICIPANT.

### 14. 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. The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. If the events contemplated by this Agreement were to be held in the current environment, it is likely that governmental authority would prohibit the events from occurring or make it impractical for the parties to perform their obligations. However, the parties enter this contract in the good faith belief that current governmental restrictions will no longer be in effect at the time of performance. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subjected to the same or similar Force Majeure Events in the future that impact one or both parties and make performance of this contract impossible or impracticable. The parties expressly agree that if performance of this Agreement becomes impractical or impossible due to COVID-19-related Force Majeure Events, the parties shall be excused from performance and may invoke the protections of this Section. In the event that Force Majeure Events cause the cancellation of all or a portion of the Tournament, PARTICIPANT shall not be obligated to pay any further money to HOST and HOST shall repay to PARTICIPANT all monies paid by PARTICIPANT to HOST up to the date of cancellation.

AGREED TO BY:  
BASKETBALL PROMOTIONS & EVENTS

BY: *chris spencer*  
chris spencer (May 10, 2021 12:56 CDT)

ITS: Director

DATE: May 10, 2021

AGREED TO BY:  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

BY: *David Williams*  
David Williams (May 5, 2021 07:41 MDT)

ITS: Deputy Athletic Director

DATE: May 5, 2021

*Richard Pitino*  
Richard Pitino (May 5, 2021 10:48 MDT)