



# ***THE UNIVERSITY OF NEW MEXICO***

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")  
and DENVER UNIVERSITY ("DU")

**SPORT: Men's Basketball**

**GAME SITE: University Arena - Albuquerque, NM**

**DATE/TIME: Thursday, December 9, 2021 at a time TBD** 

1. The parties agree to participate in an athletic contest ("Game") between their Men's Basketball teams on the date and at the time set forth above.
2. In consideration for playing in the Game, UNM shall pay to DU the sum of seventy-five thousand dollars (\$75,000.00).
3. Officials for such contest(s) shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in such contest(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. Complimentary tickets will be decided at a later date dependent upon state, city, county, NCAA and conference requirements at the time of the competition. If 100% capacity is allowable, DU will be allowed 50 complimentary tickets for the above contest.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. DU 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 seventy-five thousand dollars (\$75,000.00). Such payment shall be offset, dollar for dollar, by any amount UNM may have already paid DU 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)"):



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(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.

FOR: THE UNIVERSITY OF NEW MEXICO

David Williams May 21, 2021  
David Williams (May 21, 2021 14:30 MDT)  
Sport Coordinator Date

Richard pitino May 24, 2021  
Richard pitino (May 24, 2021 10:47 MDT)  
Coach Date

Eddie Nunez May 24, 2021  
Eddie Nunez (May 24, 2021 12:04 MDT)  
Athletic Director or Designee Date

Signature: Matt McKernan  
Matt McKernan (May 21, 2021 08:35 MDT)

Email: mckmatt@unm.edu

FOR: DENVER UNIVERSITY

Coach Date  
Joshua Boone Jun 7, 2021  
Joshua Boone (Jun 7, 2021 13:38 MDT)  
Athletic Director or Designee Date