

**JACK JONES HOOPFEST
EVENT PARTICIPATION AGREEMENT**

This Event Participation Agreement (hereinafter “Agreement”) is made and entered into as of the 2nd day of December, 2022, by and among The Regents of The University of NEW MEXICO (hereinafter “New Mexico”), and SPORTS NETWORK, LLC (hereinafter “Sports Network”).

WHEREAS, New Mexico desires to place on its 2022-2023 men’s basketball schedule, a neutral-site game to be held in Las Vegas, Nevada; and

WHEREAS, Sports Network desires to organize the Game to be held in Las Vegas, Nevada; and

WHEREAS, New Mexico and Sports Network (collectively, the “Parties”) desire to enter into this Agreement to memorialize the terms and conditions of holding the Game as set forth below.

WHEREAS, New Mexico has already participated in an MTE as allowable by NCAA bylaw 17.4.5.1.1 and this game shall not be considered as such. ✕

NOW THEREFORE, in consideration of the promises and mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GAME SPECIFICS. Parties mutually agree that during the 2022-2023 NCAA Division I collegiate men’s basketball season, New Mexico shall compete against The University of San Francisco (“San Francisco”) in the sport of men’s basketball on December 12, 2022, at 8:30 pm local time, (hereinafter, the “Game”). The Game shall be played in the City of Las Vegas, Nevada, with the Michelob Ultra Arena serving as the venue for the Game. The Parties agree that in the event the venue of the Game needs to be changed, then the Parties shall work in good faith to obtain a suitable, alternate, venue. The Game shall be considered a neutral site game with each team being assigned its locker room and bench no later than twenty-four (24) hours before the Game. Official playing rules of the NCAA (or successor governing national body), per its applicable regulations and bylaws, shall govern the conduct of the Game. The Game and the terms, obligations and rights under this Agreement is specifically contingent upon the Sports Network obtaining a similar agreement with San Francisco. If San Francisco fails to enter into an agreement with the Sports Network to participate in the Game, then this Agreement becomes null and void.

2. ELIGIBILITY, COMPLIANCE AND PERFORMANCE.

- (a) This Agreement is subject to all rules and regulations of the NCAA and neither party hereto shall be obliged to perform its obligations if such performance would render that party in violation of existing enacted NCAA rules.
- (b) New Mexico agrees and acknowledges the eligibility of New Mexico to participate in the Game shall be subject to the COVID-19 testing procedures and provisions, below.

3. TRAVEL AND HOTEL ARRANGEMENTS. Except as otherwise set forth herein, New Mexico shall be responsible for all expenses incurred by it with respect to the Game, including but not limited to travel, hotels, meals and other related expenses.

4. PARTICIPATION FEE. In consideration for the opportunity to participate in the Game, New Mexico shall, within 15 days following the Game, pay to Sports Network Twenty Thousand Dollars (\$20,000.00).

5. TICKETS AND ADMISSION.

- (a) New Mexico hereby agrees and acknowledges the intention of the venue of the Game to admit fans and other spectators beyond the Travel Parties to the Game, provided that the seating of the Travel Party shall be segregated from such individuals in the manner determined by the venue in its reasonable discretion, and provided further that the number of such individuals and the rules and procedures for admission shall be determined by the venue in its sole discretion but shall nonetheless generally comply with any applicable guidelines of the Centers for Disease Control and Prevention (“CDC”) and other applicable public health authorities. Notwithstanding the foregoing, the venue shall have the right, in its sole discretion, to prevent or further limit the number of individuals permitted in the Game or to configure and re-configure seating arrangements therein at any time during the Game for the health and safety of the Game’s participants, staff and attendees.
- (b) Sports Network shall provide fifty (50) lower level premium tickets to New Mexico for the Game. Such tickets are to be distributed by New Mexico in its discretion to individuals (each a “Ticket Recipient”), provided that if the COVID-19 pandemic is still occurring at the time of the Game (as determined in the venue’s discretion), New Mexico agrees to prevent each Ticket Recipient from any physical contact with the Travel Party or proximity to the Travel Party within social distancing guidelines published by the CDC or as otherwise instructed by the venue.
- (c) Sports Network shall provide the Travel Party with credentials for admission to the Game. New Mexico acknowledges and agrees that the venue may segregate the seating of the Travel Party at the Game from other attendees in its reasonable discretion.

6. SPORTS NETWORK RESPONSIBILITIES. Sports Network shall be responsible for all costs and provide all services associated with hosting the Game in a manner consistent with a customary NCAA Men’s Division I regular season basketball game including, but not limited to, the following:

- (a) Reasonable playing conditions including, but not limited to, the playing surface, lighting, heating, scoreboard, game clock, shot clock, official scorekeeper, public address system and announcer;
- (b) Adequate locker room facilities for both competing teams and game officials;

- (c) Adequate crowd control and security, including ushers and adequate police and fire protection, pursuant to all local and state statutes and ordinances; and
- (d) Three (3) NCAA game officials (including fees, travel and per diem), the assignment of which shall be determined by Sports Network in its sole discretion and may consist of a mixed/blended crew.
- (e) One 55 minute shoot-around at the host venue the day of the Game.

7. COVID-19 PRECAUTIONS; TERMS AND CONDITIONS. If applicable and deemed necessary in the venue's discretion, New Mexico shall observe certain precautions in order to use commercially reasonable efforts to minimize the risk of any COVID-19 infection(s) at the Game.

New Mexico hereby agrees and acknowledges that the venue may abide by the most stringent COVID-19 protocols that may be required by the NCAA divisions represented at the Game. In advance of the Game, the venue will provide New Mexico with rules and protocols relating thereto and New Mexico agrees that it will abide by such rules regardless of the conference to which New Mexico belongs.

8. MARKETING AND PROMOTIONS. For the purposes of promoting the Game to fans, supporters and alumni, New Mexico agrees to work with Sports Network to market and promote the Game. Any such promotion(s) shall be at Sports Network's sole discretion and Sports Network shall be responsible for the costs thereof. Any advertising material will be provided by Sports Network and approved by New Mexico in each instance. Marketing and promotional activities may include the following:

- (a) New Mexico creating a link from the New Mexico men's basketball website to a site containing information about the Game; and
- (b) New Mexico mailing or utilizing social media to distribute promotional materials about the Game to New Mexico alumni, basketball season-ticket holders and supporters through New Mexico's electronic databases and/or social media platforms.

9. MERCHANDISE. Sports Network will have the limited right to use New Mexico's team logo to market and promote the Game, including through the sale of merchandise, but only in a manner that does not imply sponsorship of and/or endorsement by New Mexico of any product or service. Sports Network shall have the right to use any logo it creates for the Game, which may consist of the Game's title sponsor and be co-mingled with New Mexico's team logo, and as approved by New Mexico in each instance. The Parties mutually agree to work together in good faith regarding the provision of any other sales of New Mexico merchandise. The rights provided by this Section terminate the day following the Game.

10. TELEVISION/BROADCAST RIGHTS. The Parties acknowledge and agree that: (a) all rights to broadcast or distribute the Game (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) shall be the exclusive

property of Sports Network and that New Mexico shall not have the right or license to exploit any such rights except to extent provided in this Section 9. Notwithstanding the foregoing, New Mexico shall have the right to one broadcast outlet free of charge for the Game in order to make and produce a non-exclusive local radio broadcast of the Game by means of its customary/flagship local radio outlets.

11. LIMITED LICENSE. In connection with the terms of Sections 8 and 9 above, New Mexico hereby grants to Sports Network and its licensees a limited, royalty-free, transferable and worldwide license to use the name and logos associated with New Mexico in connection with (i) the marketing, promotion, or operation of the Game in any media now known or hereafter devised; (ii) merchandise or concessions sold in connection with the Game; and (iii) the broadcast and distribution of the Game, inclusive of New Mexico's participation therein, throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology. The license described in this Section terminates the day following the Game.

12. RESERVED.

13. INSURANCE.

(a) Subject to applicable law and any self-insurance provided to New Mexico thereunder, New Mexico agrees to provide general liability coverage, at its own cost and expense, covering claims, demands or actions for property damage and for bodily injury, personal injury or death, sustained by one or more persons as a result of any occurrence, caused by the conduct and operation of New Mexico's activities and business under this Agreement. Any such insurance shall provide coverage of no less than the statutory limits set by the New Mexico Tort Claims Act (N.M.S.A §§ 41-4-1, *et seq.*). Upon Sports Network's request, New Mexico shall furnish to Sports Network a certificate of insurance or self-insurance, as applicable, evidencing the insurance required under this Section 13(a) to be in full force and effect in accordance with the terms of this Agreement.

(b) New Mexico agrees to procure and maintain workers' compensation coverage for its employees, provided to New Mexico thereunder, at its own cost and expense. Upon Sports Network's request, New Mexico shall furnish to Sports Network a certificate of insurance or self-insurance, as applicable, evidencing such coverage to be in full force and effect in accordance with the terms of this Agreement.

14. RESERVED.

15. REPRESENTATIONS. The Parties each represent as follows: (i) the Party has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) the execution and delivery of this Agreement by the Party and the performance of the respective terms hereof by the Party does not and shall not violate any laws, ordinances, rules or regulations or NCAA bylaws or rules or violate, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under (whether with or without the passage of time, the giving of notice or both), any other binding agreement to which the party is subject.

16. TERMINATION.

- (a) Sports Network shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events by providing written notice to New Mexico: (i) New Mexico is placed under Conference or NCAA sanctions or is prohibited from appearing or ineligible to appear on television during the Game for any reason; (ii) New Mexico breaches the terms of, or fails to perform any of its obligations under, this Agreement following written notice from Sports Network detailing such failure and New Mexico does not cure such breach or failure within fifteen (15) days or such shorter period of time as is required under the circumstances, provided that any failure to comply with any of the terms and conditions related to COVID-19 and the protection of the health and safety of the Game's participants, staff and attendees shall not have any cure period due to the nature of such breach; (iii) any representation made by New Mexico in this Agreement is breached, false or misleading in any material respect; or (iv) upon the occurrence of a Force Majeure Event as defined in, and in accordance with, the terms of Section 17 hereof.
- (b) Any termination by Sports Network pursuant to this Section 16 shall be without any liability of Sports Network to New Mexico and shall not constitute the sole remedy of Sports Network. Sports Network's rights and remedies contained in this Section 16 and elsewhere in this Agreement shall be cumulative and shall not be exclusive of any other rights or remedies which Sports Network may have at law, in equity or otherwise.
- (c) In no event shall either Party be liable for loss of profit, indirect, incidental, special, punitive or consequential damages arising out of or relating to this Agreement or its termination or cancellation of the Game.

17. CANCELLATION DUE TO FORCE MAJEURE.

- (a) Each of the Parties hereto shall be released from their respective obligations under this Agreement, if the Game, or any portion thereof, is prevented in whole or in substantial part by an act of God, riots, strikes, labor difficulties, pandemic (including COVID-19 subject), pandemic/epidemics, national emergency, war, prohibitive governmental regulation, casualty, accident, interruption or failure of means of transportation, or any other cause, whether similar or dissimilar, beyond the reasonable control of the parties or either of them (each a "Force Majeure Event").

18. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following

addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 17):

Address for Sports Network:

Sports Network, LLC
c/o Ernie Kuyper
8846 Tour Cir.
Memphis, TN 38125

Address for New Mexico:

The University of New Mexico
c/o Athletics Department
1 University of New Mexico / MSC04 2680
Albuquerque, NM 87131

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Mexico.

20. ASSIGNMENT. Sports Network may, without the necessity of consent, assign or transfer its rights or obligations under this Agreement to any parent, subsidiary or affiliate corporation or entity.

21. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between Sports Network and New Mexico and may not be amended except by a writing duly executed by the Parties hereto.

22. SUBJECT HEADINGS. The headings in this Agreement are inserted for convenience only, are not a part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Agreement date first written above.

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: Eddie Nunez
By: [Eddie Nunez \(Dec 2, 2022 14:55 MST\)](#)

Name: Eddie Nuñez

Title: Vice President/Director of Athletics

Date: December 2, 2022

SPORTS NETWORK, LLC

By: ernie kuyper
By: [ernie kuyper \(Dec 2, 2022 16:44 CST\)](#)

Name: Ernie Kuyper

Title: President

Date: Dec 2, 2022

Richard Pitino
[Richard Pitino \(Dec 2, 2022 14:57 MST\)](#)

Signature: Amy Beggin

Email: abeggin@unm.edu