



THE UNIVERSITY OF NEW MEXICO

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“UNM”)
and NEW MEXICO STATE UNIVERSITY (“NMSU”)

SPORT: Men’s Basketball

**GAME SITE(S): University Arena – Albuquerque, NM
Pan American Center – Las Cruces, NM**

DATE(S)/TIME(S): Tuesday, November 30, 2021 at a time TBD (Las Cruces)



Monday, December 6, 2021 at a time TBD (Albuquerque)

Saturday, November 19, 2022 at a time TBD (Albuquerque)

Saturday, December 3, 2022 at a time TBD (Las Cruces)

1. The parties agree to participate in an athletic contest (“Game”) between their Men’s Basketball teams on the date(s) and at the time(s) set forth above.
2. Officials for such contest(s) shall be assigned by the Mountain West Conference for games played in Albuquerque and by the Western Athletic Conference for games played in Las Cruces.
3. 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.
4. 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, both teams will be allowed 50 complimentary tickets for the above contest(s).
5. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium for games played in Albuquerque.
6. NMSU 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.
7. The parties agree that if either institution breaches this contract by refusing to play on the dates and at the places 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 on the dates and at the places agreed upon, it shall pay to the other party, as liquidated damages and not as a penalty, the sum of one-hundred thousand dollars (\$100,000.00).



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8. 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, haboob, drought, flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) 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 Games were to be played in the current environment, it is possible that governmental authority would prohibit the Games from being played or would limit the attendance for the Games. 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 subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of future government actions related to COVID-19 shall entitle either party to invoke the protections of this Section.

FOR: THE UNIVERSITY OF NEW MEXICO

David Williams Sep 14, 2021

David Williams (Sep 14, 2021 16:28 MDT)

Sport Coordinator Date

Richard Pitino Sep 13, 2021

Richard Pitino (Sep 13, 2021 18:19 PDT)

Coach Date

Eduardo Nunez Sep 28, 2021

Eduardo Nunez (Sep 28, 2021 11:05 MDT)

Athletic Director or Designee Date

FOR: NEW MEXICO STATE UNIVERSITY

Coach Date

Mario Moccia Oct 27, 2021

Athletic Director or Designee Date