



Saint Mary's College of California
Department of Intercollegiate Athletics
1928 St. Mary's Road, Moraga, CA 94575
(925) 631-4399

ATHLETIC CONTEST AGREEMENT

This agreement is entered into on August 28, 2023, between Saint Mary's College of California and University of New Mexico.

PARTIES

"Saint Mary's": Saint Mary's College of California

"Opponent": University of New Mexico

In addition to the terms "Saint Mary's" and "Opponent," each may be individually referred to in this Agreement as a "Party" and when referenced together, as the "Parties."

TERMS

The subject of this agreement may be referred to as a "Contest", "Game", "Games", or "Event".

1. GAME TIMES AND LOCATIONS

Team/Sport: **Men's Basketball**

The teams representing the Parties shall play **one (1)** Game as follows:

- **Location:** University Credit Union Pavilion – Saint Mary's College of California
- **Dates:** Thursday, November 9, 2023
- **Times:** 7:00 PM PST – Time is subject to change

Notwithstanding the Contest location (whether a Party's actual home facility or a neutral site), for purposes of this Agreement Saint Mary's is the home team and Opponent is the visiting team.

The Parties understand and agree that the above times may be shifted or adjusted to accommodate applicable television/telecast broadcast scheduling. A Contest date may not be changed without the mutual written agreement of both Parties.

2. NCAA RULES

This/these Contest(s) shall be governed in all respects, including the eligibility of players, by the rules and regulations of the National Collegiate Athletics Association (NCAA), WCC, and/or any conference or association to which either or both of the Parties may belong, and the rules of the participating institutions.

3. CONTEST OFFICIALS

Officials shall be the responsibility of Saint Mary's and Saint Mary's shall arrange, coordinate and otherwise plan for qualified officials per the terms and requirements of the NCAA, WCC or other applicable conference having jurisdiction over the contest.

4. FINANCIAL AND OTHER CONSIDERATIONS

- **Saint Mary's will pay Opponent a guarantee of \$75,000**
- **Forty (40) complimentary tickets**
- **Opponent shall provide Saint Mary's with a copy of Certificate of Insurance and W-9**

5. RESPONSIBILITIES OF SAINT MARY'S AS THE HOST INSTITUTION

All aspects of Event management, including but not limited to providing security, Event parking, traffic management, Event staffing and management, media management and accommodations, Event facility preparation, and other day of Event logistics, shall be the responsibility of Saint Mary's.

6. MEDIA RIGHTS

Unless otherwise previously granted by a Party or the Parties to the NCAA, WCC or other applicable conference, league or division, in whole or in part, Saint Mary's shall retain all or any remaining media rights. This includes telecast, television, radio, digital, digital streaming and any other media rights associated with the contest(s).

7. SPONSOR RESTRICTIONS

Opponent recognizes that Saint Mary's has exclusive agreements with certain sponsors that may prevent Opponent from bringing certain products or items into Saint Mary's facilities. Opponent agrees to consult with Saint Mary's before the Contest(s) to ensure that Opponent does not bring products or items into Saint Mary's facilities that violate Saint Mary's sponsor agreements.

8. CANCELLATION, FORFEITURE, NON-APPEARANCE:

Any cancellation of this Agreement must be in writing. If a cancellation, forfeiture or failure to appear is by mutual consent and confirmed in writing and executed by authorized representatives of both Parties, then no fee shall be paid by either party. The Parties agree that if a Party's team cancels, forfeits, or fails to appear for a Contest for reasons other than stipulated in item #9 FORCE MAJEURE, actual damage would be difficult to calculate, therefore, the Party whose team cancels, forfeits or fails to appear shall pay the other Party liquidated damages in the amount of \$75,000.

9. FORCE MAJEURE.

In the event that either Party is unable to perform this agreement for any reason beyond its reasonable control (a force majeure), including but not limited to fire, strike, flood, labor dispute, sickness or death of key personnel, energy shortage/blackout/power interruption, government intervention, acts of war or terrorism, earthquake or other casualty or natural disaster including suspected contagions in its facilities and/or pandemics or government travel bans or lockdowns, the Party who cannot perform will notify the other Party as soon as practicable and neither Party shall have any liability to the other Party for such failure in performance. Thereafter, the Parties may attempt, but are not obligated, to reschedule the Contest for an alternate date and/or time.

10. INSURANCE

Each Party to this Agreement shall maintain in full force and effect throughout all relevant times under this Agreement, all ordinary and customary general liability insurance, workers' compensation insurance covering its employees, and automobile insurance covering its vehicles and drivers (and Opponent shall ensure that any motor vehicle or bus company coming upon Saint Mary's premises on behalf of or for the benefit of Opponent shall have adequate and appropriate insurance coverage). Such policies shall be maintained at limits acceptable to the other Party and **such insurance information shall be provided by a Party upon request or demand of the other Party in advance of any Contest that is the subject of this Agreement.**

11. INDEMNIFICATION

Each Party shall defend, indemnify and hold the other Party, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of that Party's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the indemnifying Party's negligent or intentional acts or omissions.

12. ENTIRE AGREEMENT

As of the effective date hereof, this Agreement shall constitute the entire understanding between Saint Mary's and Opponent and may not be altered or modified except by a written agreement, signed by authorized representatives of both parties

13. NOTICE

Any notice to any Party hereunder must be in writing and signed by the Party giving it, and shall be deemed given when mailed postage prepaid, first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

FOR SAINT MARY'S:

Saint Mary's College of California
Stacey Nittler - Executive Assistant
to the VP for Intercollegiate Athletics
1928 St. Mary's Road
Moraga, CA 94575
Email: snittler@stmarys-ca.edu
Telephone: 925.631.4399

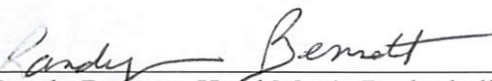
FOR OPPONENT: Univ. of New Mexico

Name: The University of New Mexico
Contact: Ryan Berryman
Address: 1 University of New Mexico
MSC04 2685
Albuquerque, NM 87131
Email: rdb8@unm.edu
Telephone: 505-925-5554

Each of the persons signing below on behalf of each Party represent and warrant that they are duly authorized to execute this Agreement and bind their respective Parties hereto and that no other signatures are required. An electronic copy of this Agreement shall be considered valid as if an original.

Saint Mary's College of California

Signature
Name: Sandra Kim
Title: VP for Finance and Administration
Date: _____




Randy Bennett, Head Men's Basketball Coach
Date: 8/28/23

Opponent: University of New Mexico

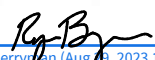
Eddie Nunez
Eddie Nunez (Aug 29, 2023 14:31 MDT)

Signature
Name: Eddie Nunez
Title: VP and Director of Athletics
Date: Aug 29, 2023



Richard Pitino (Aug 29, 2023 14:28 MDT)

Please email signed contract with **Certificate of Insurance** and **W-9** to: snittler@stmarys-ca.edu

Signature: 
Ryan Berryman (Aug 29, 2023 13:18 MDT)
Email: rdb8@unm.edu