

**SPORTS NETWORK, LLC  
EVENT PARTICIPATION AGREEMENT**

This Event Participation Agreement (hereinafter “Agreement”) is made and entered into as of the 12<sup>th</sup> day of April, 2023, 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 2023-2024 men’s basketball schedule, a neutral-site game to be held in Henderson, Nevada; and

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

WHEREAS, New Mexico has already contracted to participate in an MTE in 2023-24 as allowable by NCAA bylaw 17.4.5.1.1 and this game shall not be considered as such; 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.

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 2023-2024 NCAA Division I collegiate men’s basketball season, New Mexico shall compete against Santa Clara University (“Santa Clara”) in the sport of men’s basketball on December 9, 2023, at TBD pm local time, (hereinafter, the “Game”). The Game shall be played in the City of Henderson, Nevada, with the Dollar Loan Center 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 Santa Clara. If Santa Clara 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 in Section 7, 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 30 days following the Game, pay to Sports Network Thirty-Two Thousand Five Hundred Dollars (\$32,500.00).

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 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) For purposes of this Section New Mexico’s “Travel Party” shall consist of players, coaches, managers and athletic administrators. 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.
- (d) Sports Network, in coordination with the venue host, shall provide a live ticketing link to New Mexico that New Mexico can share with the public to promote and facilitate ticket sales for the Game. New Mexico will receive sixteen percent (16%) of the ticket sales (excluding host venue ticketing fees) purchased through the provided link.

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. Subject to Section 11, below, 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. 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 only 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 shall terminate the day following the Game.

12. 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.

13. CONFIDENTIALITY. The Parties hereby agree that any correspondence or communication giving rise to this Agreement and the terms of this Agreement shall be deemed proprietary, confidential and trade secret information and shall not be disclosed or discussed with

any other person or firm other than those involved in the negotiation, preparation and review of this Agreement or as required by to be disclosed, unless required by law.

14. REPRESENTATIONS AND WARRANTIES. 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.

15. 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) Except for a cancellation due to Force Majeure pursuant to Section 17, any termination of this Agreement due to a breach of the terms by New Mexico or a failure of New Mexico to perform its obligations under this Agreement shall result in an automatic liquid damage penalty equal to the cost to rent the venue for the game.
- (c) Any termination by Sports Network pursuant to this Section 16(a) 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.
- (d) New Mexico shall have the right to terminate this Agreement immediately upon the occurrence of either of the following events by providing written notice to Sports Network: (i) any warranty or representation made by Sports Network in this Agreement is breached, false or misleading in any material respect; or (ii) upon the occurrence of a Force Majeure Event as defined in, and in accordance with, the terms of Section 17 hereof.

16. 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”).

17. 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  
12646 Bravo Road  
Collierville, TN 38017

Address for New Mexico:

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

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

19. 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.

20. 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.

21. 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

SPORTS NETWORK, LLC

By: *Eddie Nunez*  
By: [Eddie Nunez \(May 11, 2023 16:23 MDT\)](#)

By: *E-K*  
By: [Ernest Kuyper \(May 11, 2023 17:57 CDT\)](#)

Name: Eddie Nuñez

Name: Ernie Kuyper

Title: Vice President/Director of Athletics

Title: President

Date: May 11, 2023

Date: May 11, 2023

By: *[Signature]*  
By: [Richard Pitino \(Apr 20, 2023 09:53 MDT\)](#)

Name: Richard Pitino

Title: Head Coach

Date: Apr 20, 2023