



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/TIME: Saturday, December 2, 2023 at a time TBD (Albuquerque)
Friday, December 15, 2023 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 shall be assigned by the Mountain West Conference for the game played in Albuquerque and by Conference USA for the game played in Las Cruces.
3. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
4. The away team will be allowed 50 complimentary tickets for the above contest(s).
5. The home team retains all rights to broadcast the Game on radio, television, the internet, and any other medium. The away team shall be provided a radio broadcast line.
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(s) for the purposes of broadcasting, advertising and promoting the Game(s).
7. 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 one-hundred thousand dollars (\$100,000.00).
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, (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.

9. Other Considerations: The parties agree that the first game of the 2024-2025 series shall be played in Las Cruces, NM.

[END: SIGNATURES FOLLOW]

FOR: THE UNIVERSITY OF NEW MEXICO


David Williams (Jul 8, 2023 06:58 MDT)
Sport Coordinator _____ Date


Richard Pitino (Jul 8, 2023 10:11 EDT)
Coach _____ Date


Eddie Nunez (Jul 12, 2023 08:43 MDT)
Athletic Director or Designee _____ Date

FOR: NEW MEXICO STATE UNIVERSITY

N/A
Coach _____ Date


Mario Moccia (Aug 3, 2023 09:00 MDT)
Athletic Director or Designee _____ Date