

**SPORTS NETWORK, LLC**  
**EVENT PARTICIPATION AGREEMENT**

This Event Participation Agreement (hereinafter “Agreement”) is made and entered into as of the date last signed below by any authorized signatory 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 2025-2026 men’s basketball schedule a home game to be held in Albuquerque, New Mexico to be played against Alabama State University; and

WHEREAS, Alabama State University has authorized Sports Network, LLC to schedule non-conference games on their behalf; and

WHEREAS, Sports Network desires to organize the Game to be held in Albuquerque, New Mexico; 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 2025-2026 NCAA Division I collegiate men’s basketball season, New Mexico shall compete against Alabama State University (“ASU”) in the sport of men’s basketball on November 26, 2025, at a time TBD pm local time, (hereinafter, the “Game”). The Game shall be played in the City of Albuquerque, New Mexico, with the The Pit serving as the venue for the Game. The Game shall be considered a home game for New Mexico. 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 ASU. If ASU fails to enter into an agreement with Sports Network to participate in the Game, then this Agreement becomes null and void. If Sports Network does not enter into a similar agreement with ASU, then Sports Network shall make a good faith effort to find a replacement to participate in the Game against New Mexico.

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2. ELIGIBILITY, COMPLIANCE AND PERFORMANCE. 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.

3. PARTICIPATION FEE. In consideration for the opportunity to participate in the Game, New Mexico shall pay to Sports Network Ninety-Seven Thousand Dollars (\$97,000.00). The

Participation Fee shall be paid no later than sixty (60) days after the date of the Game.

4. NEW MEXICO RESPONSIBILITIES. New Mexico 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, 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;
- (d) Three (3) NCAA game officials, assigned by the Mountain West Conference, (including fees, travel and per diem);
- (e) Shootaround availability will be determined by the arena; and
- (f) Fifty (50) complimentary tickets for the Game to ASU to be distributed by ASU in its discretion to individuals (each a "Complimentary Ticket Recipient").

5. TELEVISION/BROADCAST RIGHTS. All television, radio, and media rights to the broadcast or telecast of the Game are the exclusive property of New Mexico and its media partners for the Game. These rights include, but are not limited to, all forms of radio broadcasting, commercial and non-commercial television, live or on tape, including rights to re-telecast in whole or in part.

6. LIABILITY. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees, agents, subcontractors or others under its control. The liability of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

7. 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. 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 7(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.

8. 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.

9. 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 10 hereof.
- (b) Notwithstanding a cancellation due to Force Majeure pursuant to Section 10, 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 9(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 9 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 10

hereof.

- (e) Any termination by New Mexico not pursuant to Section 9(d) above shall result in a cancellation fee assessed against New Mexico and made payable to Sports Network in the amount of Ninety Thousand Dollars (\$90,000.00) and this Agreement shall be cancelled upon receipt thereof by Sports Network. The cancellation fee shall be paid by New Mexico no later than thirty (30) days after New Mexico notifies Sports Network of its intent to cancel.

10. CANCELLATION DUE TO FORCE MAJEURE. 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/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”).

11. 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 11):

Address for Sports Network:

Sports Network, LLC  
c/o Scott Robinson  
1917 Autobahn Drive  
Germantown, TN 38139

Address for New Mexico:

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

12. 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 New Mexico or any other jurisdiction).

13. 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.

14. 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.

15. 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: *Fernando Lovo*  
Fernando Lovo (Jul 3, 2025 14:37 MDT)

By: *[Signature]*  
Scott Robinson (Jul 4, 2025 09:23 CDT)

Name: Fernando Lovo

Name: Scott Robinson

Title: Vice President/Director of Athletics

Title: President

Date: 07/03/2025

Date: 07/04/2025

By: *Eric Olen*  
Eric Olen (Jul 3, 2025 14:24 MDT)

Name: Eric Olen

Title: Head Coach/Men's Basketball

Date: 07/03/2025

Signature: *Matt McKernan*  
Matt McKernan (Jul 3, 2025 11:27 MDT)

Email: mckmatt@unm.edu