



**INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")**  
**and SANTA CLARA UNIVERSITY ("SCU")**  
**SPORT: Men's Basketball**  
**GAME SITE: University Arena - Albuquerque, NM**  
**DATE/TIME: Saturday, December 6, 2025 at a time TBD**

1. The parties agree to participate in an athletic contest ("Game") between their Men's Basketball teams on the date and at the time set forth above.
2. Officials for the Game shall be assigned by the Mountain West Conference.
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. SCU will be allowed 50 complimentary tickets for the above contest.
5. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
6. SCU 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 for the sole purpose of broadcasting, advertising and promoting the Game.
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(s) and place(s) agreed upon, it shall pay to the other party, the sum of fifty-thousand dollars (\$50,000.00).
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

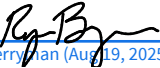
governmental authority that makes performance impractical or impossible; (q) declaration of a national, regional or local emergency; (r) strikes, labor stoppages or slowdowns or other industrial disturbances; (s) shortage of adequate power or transportation facilities; (t) pandemic or other health emergency; and, (u) other similar events beyond the reasonable control of the Impacted Party.


**9. Other Considerations:**


- a. UNM shall return to SCU for a non-conference game on a mutually agreed upon date during the 2026-27 season.
- b. This contract supersedes all previous agreements between the two parties.

**[END: SIGNATURES FOLLOW]**


**FOR: THE UNIVERSITY OF NEW MEXICO**

  
Ryan Berryman (Aug 19, 2025 16:22:14 MDT)  
Sport Coordinator

  
Eric Olen (Aug 19, 2025 15:58:29 MDT)  
Coach

  
Fernando Lovo (Aug 19, 2025 22:45:17 MDT)  
Athletic Director or Designee

**FOR: SANTA CLARA UNIVERSITY**

  
Jason Ludwig (Aug 19, 2025 11:55:23 PDT)  
Coach

  
Staci Gustafson (Aug 19, 2025 12:37:21 PDT)  
Athletic Director or Designee