



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and FLORIDA GULF COAST UNIVERSITY ("FGCU") *Boyd of Trustees*

SPORT: Men's Basketball

GAME SITE: University Arena - Albuquerque, NM

DATE/TIME: Sunday, December 14, 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. In consideration for playing in the Game, UNM shall pay to FGCU the sum of ninety-two thousand dollars (\$92,000.00).
3. Officials for the Game shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. FGCU will be allowed 50 complimentary tickets for the above contest.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. FGCU 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 for the purposes of broadcasting, advertising and promoting the Game.
8. 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 ninety-two thousand dollars (\$92,000.00). Such payment shall be offset, dollar for dollar, by any amount UNM may have already paid FGCU at the time of the breach.

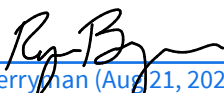
156

9. **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.

[END: SIGNATURES FOLLOW]

157

FOR: THE UNIVERSITY OF NEW MEXICO


Ryan Berryman (Aug 21, 2025 15:39:48 MDT)

Sport Coordinator


Eric Olen (Aug 21, 2025 15:17:37 MDT)

Coach

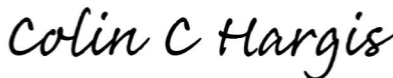

Fernando Lovo (Aug 21, 2025 16:52:55 MDT)

Athletic Director or Designee

FOR: FLORIDA GULF COAST UNIVERSITY


Patrick Chambers (Aug 19, 2025 14:38:45 EDT)

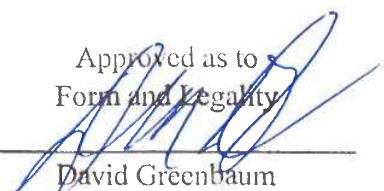
Coach



Athletic Director or Designee


Lauren Leister (Aug 20, 2025 08:24:52 EDT)

Approved as to
Form and Legality


David Greenbaum
Associate General Counsel
Florida Gulf Coast University
Board of Trustees