



# ***THE UNIVERSITY OF NEW MEXICO***

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“UNM”)  
and THE ARIZONA BOARD OF REGENTS AND ITS DEPARTMENT OF SUN DEVIL  
ATHLETICS (“ASU”)

**SPORT: Women’s Basketball**

**GAME SITE: University Arena - Albuquerque, NM**

**DATE/TIME: Sunday, November 20, 2022 at a time TBD**

1. The parties agree to participate in an athletic contest (“Game”) between their Women’s Basketball teams on the date and at the time set forth above.
2. Officials for such contest(s) shall be assigned by the Mountain West Conference.
3. The eligibility rules governing participation in such contest(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
4. Complimentary tickets will be decided at a later date dependent upon state, city, county, NCAA and conference requirements at the time of the competition. If 100% capacity is allowable, ASU 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. ASU 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.
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 twenty thousand dollars (\$20,000.00).
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;



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(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.

The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. The parties enter this contract in the good faith belief that governmental restrictions will not be in effect at the time of performance. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subjected to the same or similar Force Majeure Events in the future that impact one or both parties and make performance of this contract impossible or impracticable. The parties expressly agree that if performance of this Agreement becomes impractical or impossible due to COVID-19-related Force Majeure Events, the parties shall be excused from performance and may invoke the protections of this Section.

9. This game completes a home and home series agreed to by the parties in a contract executed May 15, 2019.
10. **PROVISIONS:** The provisions included in Exhibit A are hereby incorporated by reference. In the event of a conflict between the terms of this agreement and its appended Exhibit A, the terms of Exhibit A will prevail and govern.
11. **NOTICES:** All notices or other communications between the parties must be given in writing and shall be effective for all purposes upon receipt in the case of: (i) personal delivery; (ii) delivery by messenger or overnight carrier; (iii) delivery by U.S. first class certified or registered mail, postage prepaid; or (iv) transmittal by facsimile, to the last known addresses or facsimile numbers of the parties. Either party may change its address or facsimile number by written notice to the other party in any manner set forth in this Section.

#### Notices to ASU:

Arizona State University  
Sun Devil Athletics  
P.O. Box 872505  
Tempe, AZ 85287-2505  
Attention: Robert Clark  
Email: [CoachBobClark@asu.edu](mailto:CoachBobClark@asu.edu)

#### Notices to UNM:

Department of Athletics  
Colleen J. Malloff Admin Building  
MSCO4 2680  
1 University of New Mexico  
Albuquerque, NM 87131  
Attention: Ryan Berryman  
Email: [rd8@unm.edu](mailto:rd8@unm.edu)

[END: SIGNATURE PAGE FOLLOWS]



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FOR: THE UNIVERSITY OF NEW MEXICO

*David Williams*

[David Williams \(Apr 18, 2022 08:22 MDT\)](#)

Sport Coordinator \_\_\_\_\_ Date

*Mike Bradbury*

[Mike Bradbury \(Apr 22, 2022 13:15 MDT\)](#)

Coach \_\_\_\_\_ Date

*Eddie Nunez*

[Eddie Nunez \(Apr 22, 2022 14:06 MDT\)](#)

Athletic Director or Designee \_\_\_\_\_ Date

FOR: ARIZONA STATE UNIVERSITY

*Natasha Adair*

[Natasha Adair \(May 27, 2022 12:11 PDT\)](#)

Coach \_\_\_\_\_ Date

*Christina Wombacher*

[Christina Wombacher \(May 27, 2022 12:31 PDT\)](#)

Athletic Director or Designee \_\_\_\_\_ Date

Signature: *Matt McKernan*

[Matt McKernan \(Apr 15, 2022 10:08 MDT\)](#)

Email: [mckmatt@unm.edu](mailto:mckmatt@unm.edu)



# ***THE UNIVERSITY OF NEW MEXICO***

**Exhibit A**  
**TO**  
**Women's Basketball Competition Agreement**  
  
**University and State Required Provisions**

Capitalized terms used in this Exhibit A without definition will have the meanings ascribed to them in the Women's Basketball Competition Agreement, dated May 15, 2022 (the "Agreement") between the Regents of the University of New Mexico ("UNM") and the Arizona Board of Regents for and on behalf of Arizona State University and its Department of Sun Devil Athletics ("ASU").

1. **Nondiscrimination**. The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
2. **Conflict of Interest**. Notice is hereby provided of Arizona Revised Statutes ("A.R.S.") § 38-511.
3. **Arbitration**. Notice is hereby provided of A.R.S. §§ 12-133 and 12-1518.
4. **Failure of Legislature to appropriate**. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to UNM and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.