



**Texas A&M University – Commerce**  
**Department of Intercollegiate Athletics**  
**Official Game Contract**




This Official Game Contract (the "Agreement"), is entered into on this 26<sup>th</sup> day of **October 2021** by and between **Texas A&M University–Commerce**, an entity of the State of Texas, and the **University of New Mexico**, who mutually agree that intercollegiate athletic contests between their respective **Women's Basketball** teams shall be held in accordance with the following conditions:

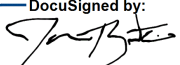
1. Date(s):
 

November 26, 2022	Commerce, TX	TBD
TBD	Albuquerque, NM	TBD
2. Definitions:
  - a. "Home Team" as used in this agreement shall be the university whose court/field the game is being played on.
  - b. "Visiting Team" as used in this agreement shall be the visiting university.
3. Said contest(s) shall be governed in all respects, including eligibility of the participants and the number of participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the Southland Conference ("Conference") or any conference or association to which either or both parties are members.
4. The financial guarantee: **None**
5. The proceeds derived from programs, concessions, radio and television broadcasts and any other source shall belong to the Home Team exclusively, or, shall be allocated according to Lone Star Conference rules and regulations if applicable. Live television coverage is prohibited without written permission of the Home Team.
6. Ticket prices shall be set by the Home Team. The Visiting Team shall be allowed **35** complimentary tickets and shall be permitted to purchase additional tickets, if available.
7. Officials shall be assigned by the **Home Team Conference** assignor and the expenses for said officials shall be paid by the Home Team.
8. If it becomes impossible to play a game described herein for reasons of Acts of God, power failure, strikes or lock-outs, severe weather conditions, epidemics or pandemics, riots, war terrorism, threats of violence, requirements of law, rules and regulations of governmental entities, any act or declaration by any governmental or regulatory authority having jurisdiction over the Parties (including without limitation the NCAA or the respective athletics conference of either Party), or other unforeseen catastrophes or disasters beyond the reasonable control of either Party ("Event"), then this Agreement may be terminated by either Party for that game. The game shall be cancelled, and neither Party shall be responsible to the other for any loss or damage, as outlined in Section 9, below. No such cancellation shall affect the Parties' obligations to subsequent games covered by this Agreement. Notice of an Event shall be given as soon as possible by the affected Party.
9. The parties agree that the actual damages that might be sustained by reason of a material breach by one of the parties is uncertain and would be difficult to determine, and it is further agreed that the sum of **\$50,000** would be reasonable compensation for such breach and the breaching party hereby agrees to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such material breach.
10. This document constitutes the sole and entire agreement between the parties. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing. This agreement is not assignable without express written agreement of both parties.

**SIGNED**

DocuSigned by:  
**Texas A&M University-Commerce**  
  
 By: \_\_\_\_\_  
1067B3A402B540A...  
 Its: Director of Athletics or Designee  
 Date: 10/25/2021

**University of New Mexico**  
  
 By: \_\_\_\_\_  
David Williams (Dec 21, 2021 10:28 MST)  
 Its: Director of Athletics or Designee  
 Date: Dec 21, 2021

DocuSigned by:  
  
 By: \_\_\_\_\_  
A442EF92989F4F7...  
 Its: Head Coach  
 Date: 10/25/2021

  
 By: \_\_\_\_\_  
Mike Bradbury (Dec 21, 2021 11:47 MST)  
 Its: Head Coach  
 Date: Dec 21, 2021