



INTERCOLLEGIATE ATHLETICS CONTRACT

This agreement, is made and entered into, on **March 27, 2023** by and between **Pepperdine University** and **University of New Mexico** the following stipulations:

FIRST: To participate in the sport of **Women's Basketball**

Date: **Thursday, November 9th 2023**

Time: **TBD**

Location: **Firestone Fieldhouse, Malibu, CA**

SECOND: That guarantees and financial agreements will be as follows:

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THIRD: That this contest shall be governed in all respects, including the eligibility of participants therein, by the rules and regulations of the National Collegiate Athletic Association or any conference or association to which either or both of the parties may belong.

FOURTH: Visiting team shall be allowed a total of **-40-** complimentary tickets.

FIFTH: Other arrangements shall include:

Officials will be assigned by Pepperdine University.

SIXTH: Broadcast rights are owned by Pepperdine University.

SEVENTH: The parties hereto recognize and understand that the unilateral decision of one party to cancel this agreement or any portion thereof would cause the other party significant and difficult to accurately ascertain damage, both financial and otherwise, and agree that such a breach shall entitle the non-breaching party to the sum of **\$15,000** from the party cancelling the agreement as liquidated damages in full and final settlement of any claims non-breaching party may have against the breaching party cancelling the agreement. Notwithstanding the above, if such cancellation, forfeiture or failure to appear is caused by reasons of fire, flood, earthquakes, severe weather conditions, power failure, strikes, riots, war, epidemics or other health emergencies, acts of God, acts or regulations of public authorities or governmental agencies, or other unforeseen events or causes beyond the control of either party, which would make it inadvisable, illegal, or impossible to perform under the terms and conditions of this contract, then this agreement will terminate and neither party shall be responsible to the other for any loss or damage.

EIGHTH: To be effective, this agreement must be signed and returned by the Visiting Institution and received by Pepperdine Athletics by **March 27, 2023**.

Pepperdine University

Steve Potts

Director of Athletics or Designate

3/27/2023

Date

Visiting Institution

David Williams

David Williams (Mar 31, 2023 14:22 CDT)

Director of Athletics or Designate (Visiting Team)

Mar 31, 2023

Date

Please return a signed copy of this agreement to the address listed below or by email to **athleticscontract@pepperdine.edu**

Signature: *Steve Potts*
Steve Potts (Mar 27, 2023 12:08 PDT)

Email: **steve.potts@pepperdine.edu**

Mike Bradbury
Mike Bradbury (Mar 29, 2023 10:15 MDT)