



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")  
and NICHOLLS STATE UNIVERSITY ("NSU")

SPORT: Women's Basketball

GAME SITE: University Arena - Albuquerque, NM

DATE/TIME: Monday, November 20, 2023 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, NSU 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. NSU 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-five thousand dollars (\$25,000.00).
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:**

- This game concludes a home & home series agreed to by the parties per a game contract executed August 16, 2022.

[END: SIGNATURES FOLLOW]

Signature: *Matt McKernan*  
Matt McKernan (Nov 10, 2022 09:59 MST)

Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

*David Williams*  
David Williams (Nov 10, 2022 10:02 MST)  
\_\_\_\_\_  
Sport Coordinator Date

*Mike Bradbury*  
Mike Bradbury (Nov 10, 2022 11:19 MST)  
\_\_\_\_\_  
Coach Date

*Eddie Nunez*  
Eddie Nunez (Nov 10, 2022 13:51 MST)  
\_\_\_\_\_  
Athletic Director or Designee Date

FOR: NICHOLLS STATE UNIVERSITY

*Andrew Kearney*  
Andrew Kearney (Mar 15, 2023 16:16 CDT)  
\_\_\_\_\_  
Coach Date

*Andrew Kearney*  
Andrew Kearney (Mar 28, 2023 08:47 CDT)  
\_\_\_\_\_  
Athletic Director or Designee Date