



# BULLDOG ATHLETICS

502 E. Boone, Spokane, WA 99258

## Intercollegiate Athletic Agreement

This Agreement is by and between Gonzaga University and University of New Mexico (“Visiting Team”), jointly referred to as Parties or individually as Party. The Parties agree and stipulate:

- SPORT: Women’s Basketball**  
**DATE: Friday, December 22, 2023**  
**TIME: 1pm - tentative**  
**SITE: McCarthy Athletic Center**
- In performing their respective obligations under this Agreement, each Party shall be governed by the applicable rules of the National Collegiate Athletic Association (“NCAA”), the athletic conference to which it belongs, and their institution.
- Visiting Team shall receive up to **50** complimentary passes for the contest, subject to State of Washington and Spokane County spectator restrictions at the time of the contest.
- Visiting Team acknowledges that Gonzaga University controls all telecast and broadcast rights (including radio, TV, cable, and internet) to the game/match through its contractual media relationships and conference obligations. Visiting Team represents and warrants that each Visiting Team athlete, coach, and staff member at the game/match authorizes the use of their name and likeness to the extent reasonably necessary for telecasting and broadcasting of the game/match and promotion and advertising thereof unless prohibited by applicable state law and/or NCAA rules. Gonzaga University will, without additional charge, provide the Visiting Team with one radio outlet for use in broadcasting the game by the Visiting Team’s customary radio network.
- Visiting Team agrees to pay Gonzaga University an inconvenience fee in the sum of **\$50,000** if the Visiting Team’s failure to produce its team and to play said game/match is caused by reasons other than a Force Majeure Event or Public Health Agency restrictions.
- Force Majeure. In the event that the parties’ obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, explosion, sabotage, accident, or casualty, act of GOD, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either party (“Force Majeure Event”), then the parties shall be released from performance under this Agreement. Following execution of this Agreement, if the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention, NCAA, the West Coast Conference, or any Local, State, or Federal Public Health Agency (“Public Health Agency”) recommends against holding, changes the location for, cancels or postpones, or prohibits holding, public event gatherings of the size and/or nature and in the location contemplated by this Agreement, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or other liabilities for such delay or failure to perform. Neither party shall be entitled to compensation, cancellation fees, penalties, retained deposits or reservation fees, or any other payment under this Agreement, except for compensation due for performance actually rendered up to the date of such Public Health Agency recommendation/prohibition or the date of such other Force Majeure Event, whichever is earlier.

PLEASE RETURN ONE COPY OF THIS AGREEMENT & RETAIN ONE COPY FOR YOUR RECORDS  
Kim Vore – Gonzaga University Athletics - 502 E. Boone Avenue - Spokane, WA 99258-0066 ~ [vore@gonzaga.edu](mailto:vore@gonzaga.edu)

- 7. Gonzaga and Visiting Team agree that any dispute arising out of this Agreement shall be resolved by application of the rules of the American Arbitration Association, in Spokane, Washington. The arbitrator may award any relief allowed under Washington law, including equitable relief and attorneys' fees.
- 8. No accommodations for Cheer Squad, Pep Band, or Mascot.
- 9. Visiting Team agrees to abide by all COVID-19 protocols, including testing, in place at the time of the game as well as NCAA, CDC, and Spokane Regional Health District COVID-19 related procedures and guidelines.
- 10. This contract offer expires on May 20, 2023. Agreement must be signed and returned to Gonzaga University by May 20, 2023 to be valid.
- 11. In addition, other arrangements include:


Gonzaga University agrees to return to University of New Mexico during the 2024-25 season. Date and time to be mutually agreed up on by both parties.


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**Gonzaga University**

**University of New Mexico**

DocuSigned by:  
  
 992D346D3411473...  
 Coach

  
 Mike Bradbury (May 5, 2023 12:38 MDT)  
 Coach

DocuSigned by:  
  
 5D21409D81674A7...  
 Director of Athletics

5/4/2023  
Date

  
 Eduardo Nunez (May 5, 2023 11:58 PDT)  
 Director of Athletics or Designee

Date