

**2023 Cancun Challenge**  
Women's NCAA Division I Tournament  
**Event Participation Agreement**  
University of NEW MEXICO

This agreement will confirm a contract between The Regents of The University of New Mexico ("School"), located at 1414 University Drive, Albuquerque, New Mexico, 87106 and Triple Crown Sports, Inc. ("TCS"), located at 3930 Automation Way, Fort Collins, Colorado, 80525.

**1. Event Description**

School will participate in the event that will involve two (2) countable games in Riviera Maya, Mexico against NCAA Division I schools. Game dates are November 23-25, 2023. The event will utilize three U.S.-based NCAA officials for each contest and games will be conducted within NCAA rules.

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**2. Event Sponsor**

The event sponsor is the University of Northern Colorado, an active member of the NCAA. TCS and the University of Northern Colorado will adhere to all requirements set forth by the NCAA with regard to qualifying regular-season multiple-team events.

**3. Liability**

To the extent permitted by applicable law, neither School, TCS, nor host resort, shall be held responsible for personal injury or property damage or other loss except resulting from its own negligence and/or willful misconduct, or the negligence of anyone within its control.

**4. Exigent Circumstances**

The terms of this agreement shall be canceled and all parties (School, TCS, and host resort) shall be released from any liability claim or damages if the terms of this agreement cannot be fulfilled due to circumstances such as hurricanes, severe weather, pandemics, acts of terrorism, an "Act of God," or any other legitimate condition beyond the control of School, TCS, or the host resort, provided the School is notified of the reason for cancellation prior to the arrival at the site of the contest. In the event of such cancellation, TCS and/or host resort shall return to School all deposits and payments made by School, other than the \$5,000 nonrefundable deposit. TCS agrees to exercise its best efforts to ensure that the event will be presented as scheduled.

**5. Cancellation from Event**

Should School or TCS, bound by this contract, cancel out of the event or fail to appear for the games on the dates and locations specified other than for reasons as outlined in Section 4, it will pay the opposing party a cancellation fee. The cancellation fee is \$50,000 and is due within one week of the date on which the first game was to occur or ten days from the date of cancellation, whichever comes first. Notice of cancellation is required in writing and sent via email or a traceable mailing/shipping service. The cancellation fee is separate from any travel deposits and payments, which are detailed in Sections 10-12 within this contract, and which shall be returned to School or TCS within 30 days of notice under this Section.

**6. Broadcast Rights**

TCS holds video broadcasting rights for event games. This includes all video transmission in any form, such as television and internet. This covers, and is not limited to commercial and non-commercial broadcasts, all forms of over-the-air, cable, broadband or internet broadcasts, either live or tape delayed, whole or in part. TCS will give the right of first refusal for the radio broadcast rights to event games to the station holding the School's regular-season radio rights. A separate radio rights agreement must be signed for the acquisition of rights to broadcast games in the event. School may broadcast Cancun Challenge games in exchange for a \$150 rights fee per game.

**7. School's Promotion of Event**

School shall recognize, promote, and recommend TCS as the exclusive organization/agent for providing ground travel packages for school fans, boosters, parents, and alumni to accompany the team to the event. School understands that seating space is limited and only those people booking a ground travel package

through TCS will be assured of game tickets. Due to the nature of the all-inclusive resort, no complementary admission to games will be made available for games in Cancun, including tickets to players, coaches or parents outside of the travel party.

For the purpose of promoting the event to fans, boosters, parents, and alumni, School agrees to work with TCS to market and promote this event and provide a link on the School's website to the tournament website. Fliers and advertising material will be provided by TCS. These activities shall be at School's sole discretion, may occur as many as 12 months in advance of the event date and may include:

- Distributing information flier at a booster club meeting and in mailings to season ticket holders and at end-of-season banquet.
- Emailing event information to the booster club, parents and alumni.
- Event promotion at one home game, which could include distribution of a flier, PA announcements, program ad or flyer insert into program.
- School has the right to review/approve all information TCS wishes to distribute regarding the tournament.

### **8. Cancun Travel and Lodging Packages**

The event ground travel packages purchased by School will include the following:

- Accommodations at the all-inclusive Hard Rock Hotel Riviera Maya or similar property. These accommodations will include: hotel room, food, beverages, hotel & food taxes, room service, tips, and non- motorized activities
- Participant gift
- A welcome reception
- Admission pass to all games
- Tournament banquet
- Ground transportation to and from Cancun International Airport to the host hotel
- All game expenses including officials, equipment, and staff
- Room credits to be used in conjunction with hotel promotion for tours, spa, and golf, as long as the resort continues the room credit program. School will work directly with resort hotel to use the credits.

### **9. School Responsibilities**

- Pay TCS the amount indicated in the payment schedule below, based on the number of nights being contracted and number of individuals in the group travel party.
- Book and pay its own airfare
- Any additional payment for tour or excursion to area sites
- Obtain all necessary travel documents for its group. This includes any required visas, passports, and/or identification for entry into Mexico and return to the United States.
- Payment of items not covered under TCS responsibilities, including but not limited to incidentals such as phone calls, shopping, laundry, or any additional sightseeing.

### **10. Lodging Package Rate**

5-night stay: \$1720 per person at a double occupancy room rate **(two people in a room)**  
\$2435 per person at a single occupancy room rate **(one person in a room)**  
Kid rates: Ages 0-3 = FREE / Ages 4-12 = \$340 / Ages 13-17 = \$465

6-night stay: \$1950 per person at a double occupancy room rate **(two people in a room)**  
\$2685 per person at a single occupancy room rate **(one person in a room)**  
Kid rates: Ages 0-3 = FREE / Ages 4-12 = \$405 / Ages 13-17 = \$530

- **Double occupancy refers to 2 people in a room (regardless of bed type)**
- **Single occupancy refers to 1 person in a room (regardless of bed type)**

These rates include the current hospitality tax rate of 3%. Additionally, no Federal VAT tax is included due to the new waiver of this tax for non-Mexican citizens by the Mexican Government. Should the Mexican

Government change this VAT tax waiver then the contracted rate will be adjusted accordingly. For Mexican citizens a 16% VAT (IVA) will be charged to the room rate of Mexican guests. Upon check-in at the hotel, each non-Mexican attendee must present the hotel front desk with his/her passport or other legal international travel documents, and the Mexican Tourist Card, which is stated by Mexican immigration authorities upon arrival into the country. The hotel makes copies of these documents in order to waive payment of the VAT tax.

**11. Travel Party**

A minimum travel party size of twenty-four (24) people will be guaranteed by School. School will be invoiced and payment is due July 31, 2023 for the equivalent amount of twenty-four (24) people in double rooms for five nights. (Please see Payment Schedule below)

Once School sets its travel party size by September 15, 2023, it may not be reduced. School will be invoiced for full payment, which is due October 1, 2023 for everyone in its travel party. Additions after September 15, 2023, to this travel party size at the contracted rate can be made and will be accommodated upon availability.

**12. Payment Schedule due by School to TCS**

- July 1, 2023 - \$41,280 Payment due for the minimum travel party (24 people at the double-occupancy rate of \$1720 per person for 5 nights = \$41,280, including the \$5,000 nonrefundable deposit)
- September 15, 2023 - Provide names for finalized travel party; may increase as desired through Nov. 15
- October 1, 2023 - Final payment due (based on finalized travel party)

**13. Travel Refund Policy / Reduction of Travel Party**


There will be no refund for any reduction in travel party size after October 1, 2023.

**14. Governing Law**

The parties will use best efforts to solve any controversy or claim arising out of this Agreement, or breach thereof. The parties shall first require high-ranking officials, with sufficient authority to fully resolve the dispute, in a good faith attempt to resolve all claims before resorting to legal processes. This Agreement shall be construed and enforced according to the laws of the State of New Mexico.

**Agreed By:**

**School**

  
Eduardo Nuñez (Nov 10, 2022 11:38 MST)

Eddie Nuñez  
Vice President/Director of Athletics

Nov 10, 2022

Date

**TCS**

  
Sarah Molina  
Cancun Challenge Director

11/10/2022  
Date

Return to: [sarah@triplecrownsports.com](mailto:sarah@triplecrownsports.com)

  
Mike Bradbury (Nov 4, 2022 15:20 MDT)