

Department of Intercollegiate Athletics
University of Colorado at Boulder
ATHLETIC CONTRACT

THIS AGREEMENT, by and between the Regents of the University of Colorado, a body corporate, on behalf of the University of Colorado Boulder's Department of Intercollegiate Athletics (HOST INSTITUTION) and the Board of Trustees for the University of New Mexico on behalf of its Dept of Athletics and its Women's Basketball Program (VISITING INSTITUTION) stipulates as follows:

FIRST: That the teams representing the two above institutions shall engage in the following athletic competition:

SPORT	DATE	TIME	PLACE
Women's Basketball	November 6, 2025	TBD	Boulder, Colorado
Women's Basketball	2026-27 Season	TBD	Albuquerque, NM

SECOND: That in consideration of such contest, the UNIVERSITY OF COLORADO shall pay to the VISITING INSTITUTION the sum of: ZERO THOUSAND DOLLARS (\$0.00). The HOST INSTITUTION shall render said payments to the VISITING INSTITUTION no later than sixty (60) days following the date of competition. Any amount due to the HOST INSTITUTION as a result of ticket sales shall be paid to the HOST INSTITUTION within 30 days following the event.

THIRD: That the contest(s) provided for in this Agreement shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletics Association, any conference or association to which each institution belongs, and the rules of the participating institutions.

COVID-19 testing requirements will be determined at a later day and dependent upon NCAA, Conference, Federal, State, City, County, and University regulations at the time of competition.

FOURTH: That the officials shall be appointed by the HOST INSTITUTION'S conference and their expenses paid by the HOST INSTITUTION.

FIFTH: Complimentary tickets will be decided at a later date and dependent upon county, state and NCAA/Big-12 regulations at the time of the game.

SIXTH: RADIO - Admission of radio broadcast personnel will be decided at a later date and dependent upon county, state and NCAA/ Big-12 regulations at the time of the game. If admission is allowed, the VISITING INSTITUTION shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the VISITING INSTITUTION's flagship station and additional terrestrial distribution on the VISITING INSTITUTION's regional network of terrestrial radio stations.

The HOST INSTITUTION shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The HOST INSTITUTION also shall have exclusive rights to sell national terrestrial radio rights.

TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING - The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the HOST INSTITUTION. The HOST INSTITUTION shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The VISITING INSTITUTION agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the HOST INSTITUTION and may be changed up to 6 days in advance of the game in order to accommodate television.
2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
3. Media timeout formats are determined by the Host Institution's conference.
4. The VISITING INSTITUTION may not telecast the game in any way or use any video from the HOST INSTITUTION's telecast of the game without the written permission of the HOST INSTITUTION's conference; provided, however, that the VISITING INSTITUTION shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the HOST INSTITUTION 's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the VISITING INSTITUTION shall have the right to telecast audio

and visual highlights not to exceed 5 minutes in length on the VISITING INSTITUTION's or the VISITING INSTITUTION's Conference's controlled and operated Network (e.g. ACC Network, SEC Network, Big Ten Network, ect).

B. Contact. Questions dealing with interpretations of the Big-12 Women's Basketball Television Agreements should be addressed to the Big-12 Conference.

SEVENTH: In the event of fire, flood, hurricane, tornado, pandemic – including novel Coronavirus (Covid-19), earthquake, other natural disaster, war, invasion, terrorist attack, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibition by any governing authority, including but not limited to the Big-12 Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations contained in this Contract. Notice of any such events shall be given as soon as possible.

EIGHTH: The parties agree that in the event either party fails to meet the obligations imposed upon it in the FIRST paragraph of this Contract, actual damages would be of an amount that would be uncertain. Consequently, either party failing to comply with the conditions of the FIRST paragraph, either by cancellation or failure to appear, shall pay liquidated damages in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) unless such cancellation or failure to appear shall be by mutual consent or for reasons illustrated in the SEVENTH paragraph in which case this agreement shall be null and void. If cancellation or failure to appear is by mutual consent, such consent shall only be effective if it is in written form and executed on the same document by both parties.

NINTH: This Agreement shall include the "Special Provisions" which are required pursuant to the State of Colorado *Fiscal Rules*. The "Special Provisions" are attached hereto and are hereby incorporated by reference. All references to "Contractor" shall be deemed to apply to VISITING INSTITUTION.

IN WITNESS WHEREOF, this contract has been duly executed by the authorized representatives of each of the parties hereto on the respective dates below.

University of Colorado:

DocuSigned by:
JR Payne
6/23/2025
BCF759597E3D48E

JR Payne
Head Women's Basketball Coach
Date

DocuSigned by:
Alexis Williams
6/23/2025
008068A151EB469

Alexis Williams
Senior Associate Athletic Director
Date

DocuSigned by:
Todd Haggerty
6/24/2025
68FBA8DC8A84A4

Todd Haggerty
Chief Financial Officer
Date

Facility Scheduling:

DocuSigned by:
Rob Courtney
6/24/2025
279F29F4D28E43E

Rob Courtney
Assistant AD – Event Operations
Date

Approved as to Legal Sufficiency
Office of University Counsel

DocuSigned by:
Michelle Krech
By: Michelle Krech
FAB1A369103D434...
Date: 6/23/2025

University of New Mexico:

Mike Bradbury
Mike Bradbury (Jun 15, 2025 10:29 MDT)

Name: Mike Bradbury
Head Women's Basketball Coach
Date

Fernando Lovo
Fernando Lovo (Jun 15, 2025 14:56 MDT)

Name: Fernando Lovo
Director of Athletics or Designee
Date

Amy Beggin

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. CONTROLLER'S APPROVAL. This contract shall not be valid until it has been approved by the University Controller or designee.

2. FUND AVAILABILITY. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the University, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. [Intentionally Omitted]

7. BINDING ARBITRATION PROHIBITED. The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. VENDOR OFFSET. [*Not Applicable to intergovernmental agreements*] If required by CRS §24-30-202.4 (3.5), the University Controller or designate may withhold payment under the State's vendor offset intercept system for debts owed for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.