



# ***THE UNIVERSITY OF NEW MEXICO***

INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“UNM”)  
and TENNESSEE TECH UNIVERSITY (“TTU”)

**SPORT:** Football

**GAME SITE:** University Stadium, Albuquerque, NM

**DATE/TIME:** Saturday, September 9, 2023 at a time TBD 

1. The parties agree to participate in an athletic contest (“Game”) between their Football teams on the date and at the time set forth above.
2. In consideration for playing in the Game, UNM shall pay to TTU the sum of three hundred fifty thousand dollars (\$350,000.00).
3. Officials for such contest(s) shall be assigned by the Mountain West Conference.
4. 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.
5. TTU team shall be allowed 350 complimentary tickets for the above contest(s).
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. TTU 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.
8. 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 three-hundred and fifty thousand dollars (\$350,000.00). Such payment shall be offset, dollar for dollar, by any amount UNM may have already paid TTU at the time of the breach.
9. Force Majeure:
  - a. 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) insurrection, (k) invasion,



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(l) hostilities (whether war is declared or not), (m) terrorist threats or acts, (n) riot or other civil unrest; (o) government rule order or law in effect on or after the date of this Agreement, (p) restrictive action by any governmental authority; (q) national or regional emergency; (r) strikes, labor stoppages or slowdowns or other industrial disturbances; (s) shortage of adequate power or transportation facilities; and (t) other similar events beyond the reasonable control of the Impacted Party.

- b. The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. If the Game were to be played in the current environment, it is likely that governmental authority would prohibit the Game from being played. However, the parties enter this contract in the good faith belief that current governmental restrictions will no longer be in effect at the time of performance. Even though the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of future government actions related to COVID-19 shall entitle either part to invoke the protections of this Section.

10. It is understood that Tennessee Tech University will meet the scholarship requirements of NCAA bylaw 18.7.2.1.1 for consideration of quality bowl opponents. If, for whatever reason, Tennessee Tech University does not meet this requirement, or their classification changes, TTU shall be in breach of this Agreement and UNM shall have no liability hereunder.

## FOR: THE UNIVERSITY OF NEW MEXICO

David Williams Feb 17, 2021  
[David Williams \(Feb 17, 2021 11:42 MST\)](#)

Sport Coordinator Date

Danny Gonzales Feb 17, 2021  
[Danny Gonzales \(Feb 17, 2021 09:53 MST\)](#)

Coach Date

Eddie Nunez Feb 17, 2021  
[Eddie Nunez \(Feb 17, 2021 11:53 MST\)](#)

Athletic Director or Designee Date

## FOR: TENNESSEE TECH UNIVERSITY

Dewayne Alexander Feb 17, 2021  
[Dewayne Alexander \(Feb 17, 2021 12:54 CST\)](#)

Coach Date

Mark E. Wilson Feb 17, 2021  
[Mark E. Wilson \(Feb 17, 2021 14:18 CST\)](#)

Athletic Director or Designee Date

Philip B. Oldham Feb 17, 2021  
[Philip B. Oldham \(Feb 17, 2021 17:03 CST\)](#)

University President or Designee



**ATHLETIC COMPETITION AGREEMENT**  
Additional Terms

The following terms supplement the terms of and are incorporated into the agreement executed by Tennessee Technological University ("Tennessee Tech") and Univ. of New Mexico ("Opposing Team"), collectively referred to as the "Parties."

The Parties agrees that no amount shall be paid directly or indirectly to any officer or employee of either Party as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Party or as an appearance fee, speaker fee or otherwise in connection with this Agreement.

1. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract. The Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
2. The Parties agree to comply with applicable National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the NCAA website and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Sponsor further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at AMiller@tntech.edu. This obligation is a material term of the Contract.
3. The parties agree that the contract may be executed in counterparts, executed electronically, and transmitted electronically.

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

By: Mark Wilson

Name: Mark Wilson

Title: Director of Athletics

David Williams  
David Williams (Feb 17, 2021 11:42 MST)

**David Williams**

**Deputy Athletic Director**

Signature: Matt McKernan  
Matt McKernan (Feb 16, 2021 17:14 MST)

Email: mckmatt@unm.edu