

## **FOOTBALL GAME AGREEMENT**

THIS AGREEMENT is between **THE UNIVERSITY OF OKLAHOMA (OKLAHOMA)**, a member of the Big 12 Conference and **THE UNIVERSITY OF NEW MEXICO (NEW MEXICO)**, a member of Mountain West Football Conference. For and in consideration of the mutual promises and covenants set forth herein, the aforesaid parties agree as follows:

### **I. PURPOSE**

The purpose of this Agreement is to confirm the arrangements made for holding an athletic contest between **OKLAHOMA (HOME TEAM)** and **NEW MEXICO (VISITING TEAM)**.

### **II. EVENT**

OKLAHOMA and NEW MEXICO hereby agree that their varsity football teams will meet on the following date in the city and facility indicated and compete against each other in the sport of football. between **OKLAHOMA (HOME TEAM)** and **NEW MEXICO (VISITING TEAM)**.

DATE:

LOCATION:

Saturday, September 19, 2026

Oklahoma Memorial Stadium, Norman, OK

Time to be decided by OKLAHOMA or the televising network

The Parties acknowledge the long-range nature of schedule planning and that games remain to be scheduled during the above years. Accordingly, the Parties agree to consider in good faith a modification in the date of a given year to accommodate other scheduling.

### **III. ELIGIBILITY AND RULES**

The eligibility of all players who are to participate on such date shall be determined by the rules and regulations of the respective conferences and the National Collegiate Athletic Association (NCAA) rules in effect at the time of the contest.

#### IV. OFFICIALS

Officials for all game will be assigned by the **Big 12 Conference** and will be Big 12 Conference officials. All expenses associated with officials will be the responsibility of Oklahoma and shall be paid by Oklahoma in accordance with Big 12 Conference policy.

#### V. COMPENSATION

**OKLAHOMA** agrees to pay **NEW MEXICO** a sum of One Million Six Hundred Thousand Dollars (\$1,600,000). A partial payment of \$250,000 against the Compensation in this paragraph V will be made no later than April 1, 2021.

The rights to any income derived from all associated game activities including without limitation concessions, programs, souvenirs, soft goods, parking, etc., shall belong to the **OKLAHOMA**.

#### VI. DAMAGES

If this Agreement is breached by either party for failure to appear and participate in the game provided for in this Agreement, the breaching party shall pay to the non-breaching party liquidated damages in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000) to be paid on or before January 30 following the date of the scheduled game. Additionally, if **NEW MEXICO** is the breaching party, **NEW MEXICO** shall pay **OKLAHOMA** the \$250,000 partial payment if such payment has been paid at the time of the breach. The parties agree that it is difficult to predict attendance, revenues, costs and expenditures for any event, so this sum reasonably represents the damages caused as a result of failure to appear.

Neither party shall be considered in default of this Agreement and both Parties shall be relieved of any and all obligations of this agreement for the delay, cancellation, or failure of its football team to appear and participate in the above games for reasons beyond the control of the Parties, including, but not

limited to, any of the following grounds: (i) acts of God, national disaster, national emergency, war, act of terrorism, invasion, hostilities, rebellion, insurrection or civil disturbance, labor disputes, or orders of a state or federal court or authority; or prohibitory or injunctive orders of any competent judicial authority, government authority, governing association or body of which the parties are members; (ii) lightning, severe thunderstorm, tornado, hail storm, snow storm, ice storm, tropical storm, hurricane, flood, earthquake, fire, chemical spill, bomb threat, any other disaster or threat thereof affecting the safety of an event; or, (iii) any other cause beyond the control of any party.

## VII. RADIO

Contracting for the sale of radio broadcasting rights shall be the right of the **HOME TEAM** and the **HOME TEAM** shall receive all receipts that accrue therefrom. Notwithstanding the foregoing, however, the **VISITING TEAM** shall have the right to designate a single radio station or radio network to carry a live broadcast of the games played pursuant to this agreement without incurring an obligation to pay rights fees to the **HOME TEAM**. The **VISITING TEAM** may retain revenues from its own broadcast permitted under this Paragraph. A single station or radio network may be designated pursuant to this Paragraph only if it and all of the stations within the networks are carrying fifty percent (50%) or more of the varsity men's football games being played by the **VISITING TEAM** during the season in which the game is to be played. A radio network, for the purpose of this Agreement, is defined as an alignment of one or more radio stations. Neither institution shall grant or permit its licensees or rights holders to grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not normally broadcast fifty percent (50%) or more of its varsity men's football games during the regular season. Notwithstanding any of the foregoing, however, the **VISITING TEAM**, in its discretion, shall have the right to allow either a second language broadcast or a non-commercial student operated

radio station affiliated with the **VISITING TEAM** to broadcast within its customary broadcast area any games played pursuant to this Agreement.

## **VIII. TELEVISION**

a. **Television and Other Distribution Rights.** Except for the radio rights described in clause VI above, the conference of the HOME TEAM for each Game covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airings and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the VISITING TEAM has or will have any such rights, the VISITING TEAM irrevocably assigns, conveys, and transfers all of such rights to the conference of the HOME TEAM in perpetuity. Notwithstanding the foregoing, (i) the VISITING TEAM and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by the VISITING TEAM, professional sports leagues and other colleges and universities solely for coaching and scouting purposes (and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of a VISITING TEAM (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when any Game covered by this Agreement occurs, the VISITING TEAM (and/or its conference) for such Game shall have the rights as described in such agreement.

b. **Other Rights.** The VISITING TEAM for each Game covered by this Agreement hereby authorizes the HOME TEAM (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the

VISITING TEAM and the names and likenesses of the VISITING TEAM's individual players and coaches to promote and publicize such Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The VISITING TEAM for each Game warrants to the HOME TEAM and its conference that the VISITING TEAM has obtained the right to license the use of the names and likenesses of individual players and coaches for the purposes set forth in this clause. Notwithstanding the foregoing, in the event that the VISITING TEAM notifies the HOME TEAM (or its conference) no later than seven days prior to the applicable Game that it was unable to secure the rights to use the names and likenesses of any of the VISITING TEAM's individual players or coaches to promote and publicize such Game as provided above, the HOME TEAM (and its conference) will refrain from using such name or likeness in a manner that would infringe any such necessary rights, and the VISITING TEAM will not be deemed to have granted any such rights hereunder team (and its conference) will refrain from using such name or likeness in a manner that would infringe any such necessary rights, and the VISITING TEAM will not be deemed to have granted any such rights hereunder.

c. Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

d. HOME TEAM agrees to provide reasonable press box facilities for the origination of programs described herein.

## IX. TICKETS

Ticket prices shall be set by the **HOME TEAM**.

a. The **HOME TEAM** shall furnish to the **VISITING TEAM** 60 bench passes for necessary coaches and team support personnel and parking passes for 1 truck, 4 busses and 8 automobiles. The **VISITING TEAM** shall be allotted tickets for its followers, with said tickets to be in number and location as follows:

b. The **HOME TEAM** shall make available for purchase by the **VISITING TEAM** a minimum of 1,500 tickets to the game. Any unsold tickets shall be returned to the **HOME TEAM** ticket office prior to July 1, of the year of the game except as provided by paragraph IX of this contract.

c. The **VISITING TEAM** shall pay full-price for each of the tickets it sells except for four hundred (400) admissions which shall be deemed as complimentary. Additionally, the band (up to 350) and Spirit Groups (up to 30) of the **VISITING TEAM** shall be admitted without charge and shall not count against the complimentary admissions allocation. The band shall occupy seats located in the allotment of tickets in IX. a.

d. No more than one hundred (100) unsold tickets can be returned seventy-two (72) hours prior to the game. Payment for **VISITING TEAM** tickets will be deducted from the guarantee specified in paragraph V.

e. All game workers shall be admitted free of charge by credential or pass and such admissions shall not be regarded as complimentary under paragraph IX b. Game workers shall be defined as those who have a specific and necessary duty to perform at the game and who do not occupy saleable seats.

## **X. MISCELLANEOUS PROVISIONS**

a. It is understood that this contract is the total agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, representations, and understanding relating to the subject matter.

b. Any additions, modifications, waivers, or changes must be submitted in writing and signed by authorized representatives of both parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to any other instance. Any waiver granted shall apply solely to the specific provision and instance expressly stated.

c. By executing this Agreement, the undersigned parties represent and warrant that they are each authorized to act on behalf of the educational institution they represent and the terms of this Agreement shall bind each institution and its successors and permitted assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

d. Each party shall execute and deliver all such documents and do all such acts as the other party may reasonably request for accomplishing the purpose of this Agreement.

e. This Agreement does not, and is not intended to, create a joint venture, partnership, association or other entity or create a fiduciary or principal/agency relationship between the parties to this Agreement.

f. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any third party, including the creditors of any party hereto.

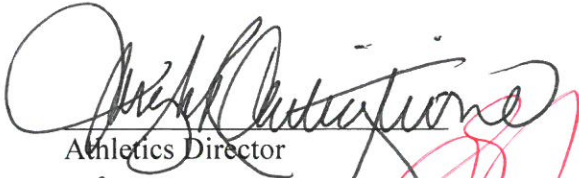
g. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The parties agree to attempt to substitute for any invalid or unenforceable

provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the invalid and unenforceable provision to the greatest extent possible.

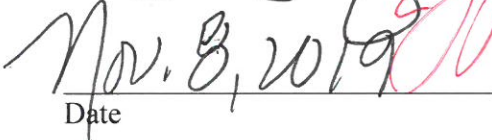
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

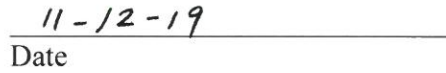
**UNIVERSITY OF OKLAHOMA**

**UNIVERSITY OF NEW MEXICO**

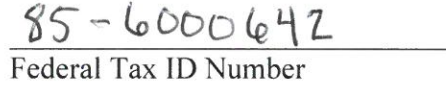
  
Athletics Director

  
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