



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and TEXAS TECH UNIVERSITY ("TTU")

SPORT: Softball

GAME SITE(S): UNM Softball Complex – Albuquerque, NM
Rocky Johnson Field – Lubbock, TX


DATE(S)/TIME(S): February 28, 2024 (Albuquerque, NM)
March 12, 2024 (DH) (Lubbock, TX)

1. The parties agree to participate in an athletic contest ("Game(s)") between their Softball teams on the date and at the time set forth above.
2. Officials for the Game(s) in Albuquerque shall be assigned by the Mountain West Conference and by the Big 12 Conference for Game(s) in Lubbock.
3. The eligibility rules governing participation in the Game(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
4. The visiting team will be allowed 25 complimentary tickets for the above contest(s).
5. The home team retains all rights to broadcast the Game on radio, television, the internet, and any other medium. Notwithstanding the foregoing, the visiting team shall be permitted to distribute its radio broadcast of the Game(s) in accordance with its typical practices for regular season softball contests; to publish its own stories, press releases, summaries, video clips, audio clips, and the like regarding its participation in the Game(s) via its institutional and athletics websites and social media accounts; and to videotape the Game(s) for its own internal or promotional, non-commercial use.
6. Both teams grants to one another 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(s) 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(s) for the purposes of broadcasting, advertising and promoting the Game(s).
7. 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(s) and place(s) agreed upon, it shall pay to the other party, the sum of fifteen-thousand dollars (\$15,000.00).
8. **Force Majeure:** 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) invasion, (k) hostilities (whether war is declared or not), (l) terrorist threats or acts, (m)

riot or other civil unrest; (n) government order or law; (o) embargoes or blockades in effect on or after the date of this Agreement; (p) action by any governmental authority that makes performance impractical or impossible; (q) declaration of a national, regional or local emergency; (r) strikes, labor stoppages or slowdowns or other industrial disturbances; (s) shortage of adequate power or transportation facilities; (t) pandemic or other health emergency; and, (u) other similar events beyond the reasonable control of the Impacted Party.

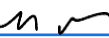
[END: SIGNATURES FOLLOW]

FOR: THE UNIVERSITY OF NEW MEXICO




[David Williams \(Feb 26, 2024 16:01 MST\)](#)
Sport Coordinator Date

FOR: TEXAS TECH UNIVERSITY



[Nicole Dickson \(Feb 26, 2024 15:44 MST\)](#)
Coach Date



[Joshua Deleon \(Feb 22, 2024 12:01 CST\)](#)
Athletic Director or Designee Date

Feb 22, 2024

Athletic Director or Designee Date