



UNIVERSITY OF NEVADA, RENO ATHLETIC CONTEST AGREEMENT

This agreement made and entered into this **11th** day of **July, 2019** and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the athletic authorities representing **The University of New Mexico** stipulates:

1. That the **Women's Swimming and Diving** team representing the above institutions shall meet/play as follows:

At: University of Nevada

Date: **Friday, January 31, 2020**

Time: **5:00pm**

2. That the contests and all arrangements incident thereto shall be conducted under the rules and regulations of the NCAA.
3. That in consideration of playing said contests, the following financial arrangements are agreed upon as follows: **N/A**
4. The visiting team is allowed **#0** Complimentary tickets. Bands, cheerleaders, and mascots shall be admitted without tickets when in uniform. However, seating for such personnel shall come from the visiting team allotment.
5. That contest officials shall be assigned by the Mountain West Conference.
6. That radio rights will be retained by the University of Nevada, Reno.
7. That games included in this agreement may be televised only with the express written consent of the Mountain West institution.
8. This Agreement shall be covered by the laws of the State of Nevada.
9. (Force Majeure Provision) That if it becomes impossible to play, sport games/matches by reason of severe weather, fires, floods, power failure, strikes, riots, war, terrorism, governmental orders or other unforeseen reasons beyond the control of either party, this Athletic Agreement may be cancelled by either party and the game(s) shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation as to one game shall affect the parties' obligations as to any other game(s) covered by this Agreement.
10. That other provisions are: **Mutually agreed upon, New Mexico will be furnished 10 hotel rooms for one night in Reno, NV (hotel to be provided at the discretion of the University of Nevada, Reno)**
11. This Agreement shall be signed and returned to Matt Smith, at the address listed below by **Tuesday, July 23, 2019**, to be binding and of legal effect. Should the Agreement not be returned by **Tuesday, July 23, 2019**, it shall, at the option of the University of Nevada, Reno, be null and void and of no effect.

Note: If, for reasons that are not covered by the Force Majeure provisions of this Agreement, a team breaches this Agreement by failing to appear at the time and place stated above for the game(s), then for each game that is cancelled the breaching team shall pay the other team as liquidated damages the amount of **\$5,000**. Payment shall be made within **60 days** of the date the cancelled game would have been played. The parties agree that it is difficult to predict attendance, revenues and expenses for any sporting event and that sum stated above represents liquidated damages and shall not be regarded as a penalty.

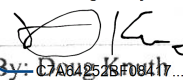
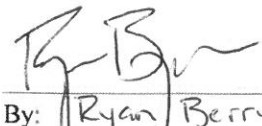
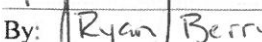
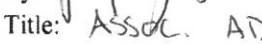
The Board of Regents of the Nevada System of
Higher Education on behalf of the University of Nevada, Reno

APPROVED:

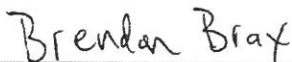
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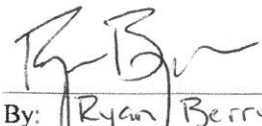
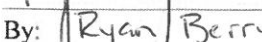
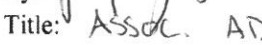
19-Jul-2019 | 10:19 AM PDT

By: 
By: 
Title: 
Title: 

Title: Director of Athletics



Head Coach

By: 
Title: 
Title: 

Head Coach

Please return the signed copy of this agreement to:
Matt Smith at the University of Nevada, Reno - Intercollegiate Athletics,
Legacy Hall MS 232, Reno, Nevada 89557

Please also email a copy to Matt Smith at mattsmith@unr.edu