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UNIVERSITY OF NEVADA
ATHLETIC CONTEST AGREEMENT

This Athletic Contest Agreement ("Agreement"), made and entered into effective as of the date of the execution by the last signing party ("Effective Date"), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno ("Nevada") and **University of New Mexico** ("Visitor"), stipulates as follows:

1. Contest(s): That the **Women's Swimming** team representing Nevada and Visitor shall complete as follows:

   Location: Reno, Nevada — Number of contests: **One (1)**
   Date(s): **1/21/23** — Time(s): **TBA**

2. Rules: The contest(s) shall be governed in all respects by, and conducted under, the rules and regulations of the National Collegiate Athletic Association.

3. Officials: Contest officials shall be assigned by the Mountain West Conference.

4. Financial Guarantee: This section intentionally left blank.

5. Complimentary Tickets: This section intentionally left blank.

6. Other Arrangements: **Visitor will be furnished a total of fourteen (14) hotel rooms for one (1) night in Reno, NV (hotel to be selected at the discretion of Nevada).**

7. Media Rights: Radio rights will be retained by Nevada. The contest(s) may be televised only with the express written consent of the Mountain West Conference.

8. Cancellation: If, for any reason not covered by the Force Majeure provision below, either team cancels, forfeits, or otherwise fails to appear at the time and place stated above for the contest(s), then for each contest that is cancelled, the canceling 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 contest would have been played. The parties agree that it is difficult to predict attendance, revenues and expenses for any sporting event and that the sum stated above represents liquidated damages and shall not be regarded as a penalty.

9. Force Majeure: If either party is prevented from participating in the contest(s) covered by this Agreement by reason of severe weather, fires, floods, power failure, strikes, riots, war, terrorism, epidemic, pandemic, governmental orders or other unforeseen reasons beyond the control of either party, including without limitation COVID-19, the contest may be cancelled by either party and neither party shall be responsible to the other for any game guarantee, liquidated damage, or other loss or damage relating thereto. No such cancellation as to one contest, however, shall affect the parties' obligations as to any other contest(s) covered by this Agreement. The parties may, but shall not be required to, mutually agree to reschedule any contest(s) cancelled under this provision.

10. Governing Law: This Agreement shall be governed by the laws of the State of Nevada.

11. Entire Agreement: This Agreement represents the entire agreement of the parties within respect to the subject matter hereof, and supersedes any prior agreements, understandings, and negotiations, whether written or oral. This Agreement may be amended or modified only through a written document executed by both parties.

12. Effectiveness: Visitor must sign and return this Agreement to Matt Smith, Assistant AD, Finance, by **January 1, 2023**, to be binding and of legal effect. Should the Agreement not be returned by said date, it shall, at the option of Nevada, be null and void and of no effect.

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

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21-Dec-2022 | 11:21 AM PST
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By: Sheri Mendez — Date
Title: Assoc. VP Business & Finance

University of New Mexico:

12/19/22
Ryan Barryman (Dec 19, 2022 14:04 MST)

By: — Date
Title: Chief Operating Officer - Athletics