

**UNIVERSITY OF NORTHERN COLORADO**  
Athletic Contest Agreement

This Agreement is entered into on February 8, 2019 by and between the Board of Trustees of the University of Northern Colorado and University of New Mexico (collectively "Institutions").

1. CONTEST PLAY: The Institutions agree that their respective VOLLEYBALL teams shall compete on the date(s), time(s) and location(s) ("Contest(s)");

| <u>DAY</u> | <u>DATE</u>     | <u>TIME</u> | <u>OPPONENT</u> | <u>LOCATION</u> |
|------------|-----------------|-------------|-----------------|-----------------|
| FRIDAY     | AUGUST 30, 2019 | 10:30 AM    | RUTGERS         | UNC             |
| FRIDAY     | AUGUST 30, 2019 | 4:30 PM     | GRAND CANYON    | UNC             |
| SATURDAY   | AUGUST 31, 2019 | 12 PM       | UNC             | UNC             |

2. ELIGIBILITY: The Contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the individual institutions, and the intercollegiate athletic conferences to which each Institution is a member. In the event of any conflict in such rules or regulations; (a) if both Institutions are members of the same conference, the conference rules/regulations shall control; (b) if both Institutions are not members of the same conference, or if the conference has no applicable rules or regulations, the NCAA rules/regulations shall control.

3. CONTEST OFFICIALS: Unless mutually agreed to the contrary in this Agreement and/or in the "Special Arrangements" section below, Contest officials will be selected, and all expenses paid, by the Home Institution.

4. COMPLIMENTARY TICKETS: The Home Institution will provide the Visiting Institution 25 complimentary tickets for each Contest.

5. VISITING INSTITUTION TRAVEL: Unless mutually agreed to the contrary in the "Special Arrangements" section below, the Visiting Institution shall make all of its own travel arrangements and pay all associated expenses.

6. VIOLATION OF TERMS: In the event either Institution fails to produce its team and play the Contest(s) as described in Section 1, above, or breaches any provision of this Agreement without the express written permission of the other Institution, the breaching Institution shall pay the non-breaching Institution the sum of \$10,000 within one (1) week following the date on which the breach occurs. In addition, the breaching Institution shall pay the non-breaching Institution all reasonable expenses the non-breaching Institution has incurred in the pursuance of its performance under this Agreement.

7. FINANCIAL ARRANGEMENTS: (All guarantees are payable within 30 days following contest date): \$2000

8. SPECIAL ARRANGEMENTS: Hotel: 12 rooms/2 nights provided

9. RADIO RIGHTS: With the prior written consent of the Home Institution, the Visiting Institution may designate one (1) radio station for broadcast to its home listening area with rights fees waived. All other radio rights and fees are property of the Home Institution, subject to Home Institution's existing broadcast agreement(s).

10. TELEVISION RIGHTS: With the prior written consent of the Home Institution, the Visiting Institution may designate one (1) television station for broadcast to its home viewing area with rights fees waived. All other television rights and fees are property of the Home Institution, subject to Home

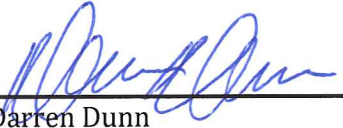
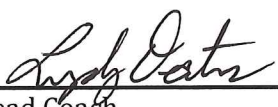
Institution's existing broadcast agreement(s).

11. CONTEST MANAGEMENT: All aspects of Contest management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, adequate facility preparation, are the responsibility of the Home Institution.

12. IMPOSSIBILITY/FORCE MAJEURE: If a natural disaster, military action, terrorist attack, confiscation by government order or prohibition by any governing authority, including but not limited to the Big Sky Conference or the NCAA, occurs that is beyond the control of either Institution and makes it impossible or impractical to play the Contest(s) ("Force Majeure Event"), both Institutions shall be relieved of any and all obligations of this Agreement and neither Institution shall be responsible to the other for any loss or damage. The Institutions will endeavor to reschedule the Contest(s) if feasible. Notice of any such Force Majeure Event shall be given as soon as possible after the affected Institution knows, or should have known, that cancellation of the Contest(s) is likely under the circumstances. An Institution that fails to act reasonably in providing notice as required by this section shall be responsible for reimbursing the other Institution for its promotional and other expenses which would not have been incurred had the notice been promptly given as required.

13. INTEGRATED AGREEMENT: This Agreement is the entire agreement between the Institutions with respect to the subject matter hereof and supersedes in all respects all other agreements whether written or oral. No amendment to this Agreement shall be valid unless reduced to writing and signed by both Institutions.

14. EXECUTION OF THIS AGREEMENT: Each of the persons executing this Agreement on behalf of his/her respective Institution hereby warrants that he/she is duly authorized to obligate his/her Institution to all provisions of this Agreement.

|                                                                                                                                         |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Board of Trustees of the University of Northern Colorado                                                                                | New Mexico<br>[Name of Institution] |
|  2/9/19<br>Darren Dunn Date<br>Director of Athletics | Director of Athletics Date          |
|  2/8/19<br>Head Coach Date                           | Head Coach Date                     |

PLEASE RETURN A SIGNED COPY OF THIS AGREEMENT TO:

University of Northern Colorado  
Athletics Business Office  
208 Butler-Hancock  
Campus Box 117  
Greeley, CO 80639

# 2019 HAMPTON INN & SUITES

## Northern Colorado

### Volleyball Classic

#### Wednesday, August 28 (Practice Times)

10 am-12 pm Rutgers

#### Thursday, August 29 (Practice Times)

10-11:30 am Rutgers

3-4:30 pm UNC

5-6:30 pm New Mexico

6:45-8:15 pm Grand Canyon

#### Friday, August 30

Match 1: New Mexico (Dark) vs. Rutgers (Light) 10:30 am

Match 2: New Mexico (Dark) vs. Grand Canyon (Light) 4:30 pm

Match 3: N. Colorado (Light) vs. Rutgers (Dark) 7:00 pm

#### Saturday, August 31

Match 4: Rutgers (Light) vs. Grand Canyon (Dark) 10:00 am

Match 5: N. Colorado (Dark) vs. New Mexico (Light) 12:00 pm

Match 6: N. Colorado (Dark) vs. Grand Canyon (Light) 7:00 pm

\*\* Team listed first will be the home team for warm-up purposes and will be seated on the east bench (closest to the locker rooms). The visiting team will warm-up second and be on the west bench (closest to the entrance).

If matches are running behind schedule, warm-up will be 30 minutes following the conclusion of the previous match. An auxiliary gym will be available for additional warm-up.