



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and ST. JOHN'S UNIVERSITY ("SJU")
SPORT: Women's Volleyball

GAME SITE: Johnson Center or The Pit – Albuquerque, NM

DATE(S)/TIME(S): Friday, September 1, 2023 vs. Utah Tech at 11:00am



Friday, September 1, 2023 vs. UNM at 7:00pm

Saturday, September 2, 2023 vs. CSUB at 11:00am

1. The parties agree to participate in an athletic contest ("Game(s)") between their Women's Volleyball teams on the date and at the time set forth above.
2. Officials for the Game(s) shall be assigned by the Mountain West Conference.
3. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
4. SJU will be allowed 25 complimentary tickets for the above contest(s).
5. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
6. SJU grants to UNM 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 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 for the purposes of broadcasting, advertising and promoting the Game.
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 and place 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.

9. Other Considerations:

- i. UNM shall provide SJU with ten (10) hotel rooms for three (3) nights at a hotel selected by UNM.

[END: SIGNATURES FOLLOW]

Signature: Matt McKernan
Matt McKernan (Apr 10, 2023 09:41 MDT)

Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

Ed Manzanares
Ed Manzanares (Apr 14, 2023 10:25 MDT)
Sport Coordinator _____ Date _____

Jonathan Newman-Gonchar
Jonathan Newman-Gonchar (Apr 14, 2023 11:19 MDT)
Coach _____ Date _____

Eduardo Nunez
Eduardo Nunez (Apr 24, 2023 07:34 CDT)
Athletic Director or Designee _____ Date _____

FOR: ST. JOHN'S UNIVERSITY

Joanne Persico
Joanne Persico (May 16, 2023 08:33 EDT)
Coach _____ Date _____

Kathleen Meehan
kathleen Meehan (May 16, 2023 09:36 EDT)
Athletic Director or Designee _____ Date _____