



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

SPORT: Women's Volleyball

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

DATE(S)/TIME(S): Friday, September 1, 2023 vs. St. John's at 11:00am



Friday, September 1, 2023 vs. CSUB at 4:00pm

Saturday, September 2, 2023 vs. UNM at 1:30pm

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. In consideration for playing in the Game(s), UNM shall pay to UTU the sum of four-thousand dollars (\$4,000.00).
3. Officials for the Game(s) shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. UTU will be allowed 25 complimentary tickets for the above contest(s).
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. UTU 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.
8. 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).
9. **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.

10. Other Considerations:

- i. UNM shall provide UTU with ten (10) hotel rooms for two (2) nights at a hotel selected by UNM.

[END: SIGNATURES FOLLOW]

Signature: Matt McKernan
Matt McKernan (Apr 3, 2023 09:26 MDT)
Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

FOR: UTAH TECH UNIVERSITY

Ed Manzanares
Ed Manzanares (Apr 3, 2023 11:22 MDT)
Sport Coordinator _____ Date

Camilla Hafora
Camilla Hafora (Apr 4, 2023 17:29 MDT)
Coach _____ Date

Jonathan NEwman-Gonchar
Jonathan NEwman-Gonchar (Apr 3, 2023 20:29 MDT)
Coach _____ Date

Ken Beazer
Ken Beazer (Apr 4, 2023 19:54 MDT)
Athletic Director or Designee _____ Date

Eddie Nunez
Eddie Nunez (Apr 4, 2023 08:32 MDT)
Athletic Director or Designee _____ Date