



ATHLETIC COMPETITION AGREEMENT

This AGREEMENT is made and entered into on the 27th day of March, 2023 between the University of North Dakota (hereinafter called "UND"), and the University of New Mexico (hereinafter called "UNM").

WITNESSETH

In consideration of the mutual promises herein contained, it is agreed as follows between the parties hereto:

1. UNM's Women's Volleyball team will appear in a tournament hosted by UND on the following dates with the following schedule:

Date: September 7, 2023	Opponent: UND	Time: 7:00 PM
Date: September 8, 2023	Opponent: University of Montana	Time: 4:00 PM
Date: September 9, 2023	Opponent: Wisconsin-Green Bay	Time: 10:00 AM


2. UND will appear in a tournament hosted by UNM on mutually agreeable dates in 2024.
3. The game(s) shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the rules of the conferences of which UND and UNM are members, and the rules of UND and UNM.
4. UND agrees to pay UNM a game guarantee in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) and pay for 24 hotel rooms at the Hampton Inn & Suites Grand Forks.
5. Radio broadcasts of the games shall be under the control of the home team, however, the visiting team shall have a rights free outlet for the live radio broadcast of the games by one (1) radio station or network situated in its home area, such station to be designated by the visiting team. Any receipts from the sale of such live radio broadcasts shall be vested in the respective team.
6. Television broadcasts of the games shall be under control of the home team. The visiting team must negotiate with the home team for any variance of this guideline.
7. The officials for the game(s) will be assigned by North Dakota.
8. The visiting team shall receive 25 complimentary tickets for each game.

9. If either party fails to comply with the terms and conditions of this Agreement for reasons other than those below by unilaterally canceling the Agreement to play one or more of the games, that party shall pay to the other the sum of Five Thousand Dollars (\$5,000.00) for each game cancelled as liquidated damages, and not a penalty, within thirty (30) days of cancellation. If cancellation is by mutual consent, this Agreement shall be null and void.
10. The parties recognize that exigencies beyond the control of either party, such as, but not limited to, Acts of God, Acts of Common Enemy, pandemics, public health crises, civil disorders, or orders of military or public authority, may render it impossible or highly undesirable to play one or more of the games agreed to hereunder, in which event or events the game(s) shall be cancelled or rescheduled as such exigencies may dictate or permit and the liquidated damages provision above shall not apply.
11. The persons executing this Agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered by the parties to so execute.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

University of North Dakota

University of New Mexico


By: 
 Jesse Espinoza
 Head Coach


By: Jonathan Newman-Gonchar
Jonathan Newman-Gonchar (Apr 5, 2023 11:24 MDT)
 Jon Newman-Gonchar
 Head Coach

Date: 4-4-2023

Date: Apr 5, 2023


GK
 12/18

By: 
 Bill Chaves
 Director of Athletics

By: 
Eduardo Nunez (Apr 10, 2023 09:14 MDT)
 Eddie Nunez
 Vice President/Director of Athletics

Date: 4-3-23

Date: Apr 10, 2023


Ed Manzanares (Apr 10, 2023 08:34 MDT)

Please sign and return via email to:

University of North Dakota Athletics
 Attn: Chad Karthausser, Sr. Associate AD/CFO
 2751 2nd Avenue North, Stop 9013
 Grand Forks, ND 58202-9013
chad.karthausser@und.edu
www.FightingHawks.com