

## TARLETON STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This Athletic Contest Agreement ("Agreement") is made & entered into this 6 day of February, 2025, (mo, yr) by and between Tarleton State University ("TSU"), a member of The Texas A&M University System, an agency of the State of Texas, and University of New Mexico ("UNM"), who Mutually agree that an intercollegiate athletic contest between their respective Women's Volleyball (*, insert name of sport, i.e., Men's Basketball*) teams shall be held in accordance with the following conditions:

1.    Date: 9.4.25 vs Tarleton State                      Time: 7:00PM                                      Site: Tarleton State University  
       Date: 9.5.25 vs Northwestern St                    Time: 1:00PM                                      Site: Tarleton State University  
       Date: 9.6.25 vs Prairie View A&M                 Time: 10:00AM                                    Site: Tarleton State University
  
2.    Definitions.  
       "Home Team" as used in this agreement shall be the university whose court/field the game is being played on.  
       "Visiting Team" as used in this agreement shall be the visiting university.
  
3.    The contest shall be governed in all respects, including the eligibility of the participants and the number of participants, by the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the ~~Western Athletic Conference~~ or any conference or association to which either or both parties are members.
  
4.    Officials shall be assigned by and paid for by Host Institution. All officials shall be regularly assigned to Conference regular season games.
  
5.    The financial guarantee to the Visiting Team is \$ 0.00. The Visiting Team will receive a maximum of 25-complimentary tickets and shall be permitted to purchase any additional tickets, if available. Payments made by TSU shall be remitted to the following address:
  

Additionally, the following travel and lodging accommodations are agreed upon:  
 Special Provisions: 30 Hotel Rooms (10 Each Night); Return Game in 2026

  
6.    Radio and/or television rights and income shall be retained by the Home Team, unless otherwise agreed upon in writing. Live television coverage is prohibited without written permission of the Home Team.
  
7.    If it becomes impossible to play a game described in Section 1, for reasons of acts of God, power failure, strikes or lock-outs, severe weather conditions (including but not limited to hail storms, tornados, hurricanes, or tropical storms), epidemics or pandemics, riots, war, terrorism, threats of violence, requirements of law, rules and regulations of governmental or quasi-governmental entities, any act or declaration of any governmental or regulatory authority having jurisdiction over the parties hereto (including but not limited to the NCAA or the respective athletic conferences of the parties), or other unforeseen catastrophes, disasters, or events beyond the reasonable control of either party (collectively a "Force Majeure Event"), then this Agreement may be terminated by either party for that game. The game shall be cancelled, and neither party shall be responsible to the other for any loss or damage. No such cancellation shall affect the parties' obligations as to the subsequent game covered by this Agreement. Notice of a Force Majeure Event shall be given as soon as reasonably possible by the affected party.
  
8.    The Parties agree that the actual damages that might be sustained by reason of a material breach or cancellation for reasons other than noted in Section 7 by one of the parties is uncertain and difficult to ascertain and it is further agreed the sum of 10,000.00 would be reasonable compensation for such breach and the breaching party hereby agrees to pay such sum to the non-breaching party as liquidated damages, and not as a penalty, in the event of such a material breach.
  
9.    This document constitutes the sole and entire agreement between the parties. This document supersedes all oral or written previous and contemporary understandings or agreements relating to

matters contained herein. This agreement may not be amended or otherwise altered except by mutual agreement in writing. This agreement is not assignable without express written agreement of both parties.

- 10. Any written notice required by this agreement shall be mailed first class to the address below: Payment will be sent to the address entered below.

TSU: Tarleton State University  
Box T-0080  
Stephenville, TX, 76402  
Attention: Mr. Steve Uryasz  
(254) 968-9178

( ): University of New Mexico  
\_\_\_\_\_  
HEAD COACH  
\_\_\_\_\_  
UNM  
\_\_\_\_\_  
UNM  
\_\_\_\_\_  
UNM

**REVIEWED AND RECOMMENDED:**

**TARLETON STATE UNIVERSITY**

**Visiting Team: University of New Mexico**

Signed by:  
Jazmyne Johnson  
Head Coach Signature  
Jazmyne Johnson  
\_\_\_\_\_  
Name Printed  
Date: 2/6/2025

Signed by:  
Jonathan Newman-Gonchar  
Head Coach Signature  
Jonathan Newman-Gonchar  
\_\_\_\_\_  
Name Printed  
Date: 2/12/2025

DocuSigned by:  
Chris Reisman  
Athletic Department Representative Signature  
Chris Reisman  
\_\_\_\_\_  
Name Printed  
Date: 3/8/2025

DocuSigned by:  
Ed Manzanares  
Athletic Department Representative Signature  
Ed Manzanares  
\_\_\_\_\_  
Name Printed  
Date: 3/7/2025