



ATHLETIC CONTEST AGREEMENT

This Agreement ("Agreement") is entered into on the 24th day of June, 2025 by and between the athletic authorities of California Baptist University ("CBU") and the University of New Mexico ("UNM") and both parties agree to the following:

FIRST: The teams representing the above named institutions shall participate in **Three (3)** game(s) in the sport of **Volleyball**

Game 1: UNM ("Visiting Institution") at CBU ("Host Institution")

Date: September 11-13, 2025 Time: at or about TBD

For reference purposes, the tentative details of the CBU Tournament scheduled to occur on September 11-13, 2025 is set forth in Exhibit "A".

SECOND: If either party cancels this Agreement or fails to produce their team and play the said game on said date, the defaulting party shall pay to the non-breaching party the sum of Five Thousand Dollars (\$5,000), within one (1) week of the date of the breach of this Agreement.

THIRD: The eligibility of all participants in the abovementioned contest(s) shall be determined by and in accordance with the rules and regulations of the NCAA, the institution, and, or conferences to which each party belongs. The parties agree that compliance with NCAA's COVID-19 testing standards is a material term and agree to exchange, in advance, each party's testing protocols to confirm compliance with such standards, which may include a requirement to travel with an athletic trainer.

FOURTH: Officials will be assigned by a conference assignor or Host Institution. Host Intuition will be responsible for all official expenses, unless stated otherwise in this contract.

FIFTH: Complimentary Tickets: the Visiting Institution shall be allowed up to 40 complimentary tickets, upon written request prior to the date of the event.

SIXTH: The Host Institution reserves all rights for radio and telecast: including, but not limited to radio, television, video, film, and internet video streaming. All receipts, if any, shall belong to the Host Institution. No radio, internet, or television broadcasts shall be done without prior written permission of the Host Institution.

SEVENTH: Other financial considerations and guarantees shall be as follows: CBU agrees to provide UNM with ten (10) hotel rooms for up to three (3) nights stay, selected at the discretion of CBU. In addition, CBU agrees to play a return game at UNM during the 2026 season, with the date of competition being mutually agreed upon by both parties in writing.

EIGHTH: This Agreement constitutes the final and complete agreement of both parties with respect to the subject matter hereof and shall supersede any and all prior negotiations, agreements, and understandings between both parties. Any amendments or modifications to this Agreement may only be made in writing and executed by the parties.

NINTH: The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, state, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), governmental action such as orders by any local, state, or federal authority prohibiting sporting events at the Game site, cancellation due to NCAA and/or conference mandate, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or where any of them make it illegal, impossible, to hold the Game or to fully perform the terms of the Agreement. If a defaulting party's reason for non-performance does not qualify as force majeure, then defaulting party's performance is not excused. In such event, the parties shall instead use commercially reasonable efforts to re-schedule the Game to a mutually convenient date as soon as possible after the original date. If a mutually convenient rescheduling date for the Game cannot be agreed upon, then the non-breaching party shall be entitled to the sum set forth in section SECOND herein.

California Baptist University

Joseph Logan

Athletic Director or Designee

TJ

Trevor Johnson (Jun 25, 2025 09:57 PDT)

Head Coach

06/25/2025

University of New Mexico

[Signature]

Athletic Director or Designee

Jo NG

Head Coach

7/25/2025