

# GAME CONTRACT

## SOUTHEASTERN CONFERENCE

This AGREEMENT is made and entered into this 26<sup>th</sup> day of **September, 2018**, in the City of Starkville, State of Mississippi, by and between **Mississippi State University, for and on behalf of the Department of Athletics**, (hereinafter designated as MSU) and **the University of New Mexico**, (hereinafter designated as UNM).

WITNESSETH that:

- 1) The said parties mutually agree to cause their respective varsity TEAMS to meet and engage in a game of **FOOTBALL**, on the following dates and locations:
  - (a) **September 5, 2020, in Starkville, MS, with the time TBA**
- 2) The eligibility of all players to participate in the game shall be governed by the rules and regulations of its conference and the NCAA.
- 3) Ticket prices shall be set by the HOME TEAM.
- 4) MSU agrees to pay ~~UNM~~ <sup>UNM</sup> as full and complete compensation, the fixed sum of **\$1,000,000.00** for participating in such contest(s). No other compensation shall be exchanged unless either institution breaches the contract (see Section 8 below).
- 5) The cheerleaders and mascot of each TEAM shall be admitted free of charge provided they are in uniform.
- 6) The VISITING TEAM will be allotted 3,000 tickets for sale by VISITING TEAM.
  - a) The sales from these tickets shall be retained by the VISITING TEAM and deducted from the fixed sum referenced in Section 4 as part of the game guarantee. All unused tickets must be returned to the HOME TEAM by August 1, 2020, or the VISITING TEAM will be responsible for the cost of these unused tickets.
  - b) Included in the ticket allocation are 0 complimentary tickets for the VISITING TEAM to distribute at its discretion.
  - c) Any unsold tickets may be returned and full credit given if received by August 1st.
- 7) Radio, Television, and Other Broadcast Rights
  - a) **Radio Rights.** The home team (or its conference) for each Game covered by this Agreement owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of such Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for each Game shall provide to the visiting team one free radio outlet location for the aforementioned broadcast.

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- b) Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the conference of the home team for each Game covered by this Agreement exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of such Game and any and all portions of such Game (whether live or delayed and including re-airings and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the conference of the home team in perpetuity. Notwithstanding the foregoing, (i) the visiting team and its conference shall have the non-exclusive rights to create and distribute coach's films of each Game for use solely by the visiting team, professional sports leagues and other colleges and universities solely for coaching and scouting purposes (and for no other purpose, including for general distribution on any linear or digital network), and (ii) if the respective conferences of the institutions party to this Agreement enter into a separate agreement describing the rights of a visiting team (and/or its conference) to distribute audiovisual coverage of a game played between institutions from such respective conferences, and such agreement remains in full force and effect when any Game covered by this Agreement occurs, the visiting team (and/or its conference) for such Game shall have the rights as described in such agreement.
- c) Other Rights. The visiting team for each Game covered by this Agreement hereby authorizes the home team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of such Game to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's individual players and coaches to promote and publicize such Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for each Game warrants to the home team and its conference that the visiting team has obtained the right to license the use of the names and likenesses of individual players and coaches for the purposes set forth in this clause (c). Notwithstanding the foregoing, in the event that the visiting team notifies the home team (or its conference) no later than seven days prior to the applicable Game that it was unable to secure the rights to use the names and likenesses of any of the visiting team's individual players or coaches to promote and publicize such Game as provided above, the home team (and its conference) will refrain from using such name or likeness in a manner that would infringe any such necessary rights, and the visiting team will not be deemed to have granted any such rights hereunder.
- d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8) Liquidated Damages

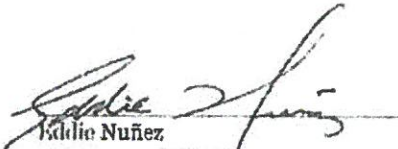
- a) Subject to Subsection 8(b), in the event that a Game is not played either because a party ("Breaching Party") unilaterally cancels the Game or fails to participate in the Game and therefore fails to perform its obligations under the terms and conditions of this Contract, actual damages would be of an uncertain amount and, in view of that fact, the Breaching Party shall pay the Non-Breaching Party \$1,000,000.00, for each Game not played, to be paid by the Breaching Party within 45 days of receipt of a written request for payment from the Non-Breaching Party.
- b) Subsection 8(a) shall not apply if cancellation of this Contract is by mutual agreement of the Parties, which shall be in writing and signed by the Parties, or if cancellation of a Game is due to an event described in Paragraph 10 below.

- 9) Officials for the games shall be appointed, assigned, and paid by the HOME TEAM's conference or assigning agency.
- 10) In the event of fire, flood, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority or prohibitory or governmental authority, including that of a Party's conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, or discontinuation of either Party's football program caused by failure of the state legislature (including a reduction in legislative appropriations by veto of the Governor) of a Party to appropriate sufficient monies to that Party, both parties shall be relieved of any and all obligations of this agreement.


Wherefore, the Parties have cause their duly authorized representatives to sign this Game Contract on behalf of each respective entity.

  
John Cohen  
Director of Athletics  
Mississippi State University

Date:

  
Eddie Nuñez  
Director of Athletics  
University of New Mexico

Date: 11.2.18

  
Don Buffum, CPPC  
Director/Procurement & Contracts  
Mississippi State University  
Date: 12/14/18