

AGREEMENT

THIS AGREEMENT is made and entered into as of the 19 day of Aug 2016, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Los Angeles campus, hereinafter called "UCLA" and the University of New Mexico.

WITNESSETH:

WHEREAS, the parties hereto desire to provide herchy for the participation by the varsity football teams representing the respective parties in a contest,

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. That the varsity football teams representing the respective parties hereto will play each other in the Rose Bowl, Pasadena, California on September 13, 2025 with UCLA being the Host Party for the game played in Pasadena.
2. For and in consideration of its participation in the aforementioned football contest, the Visiting Party (New Mexico) shall receive from the Host Party (UCLA) a sum of One Million Two Hundred Thousand Dollars (\$1,200,000) for playing said game. Payment to the Visiting Team shall be made by the Host Party by the first day of April following the playing of the athletic contest.
3. The parties hereto mutually desire that the game to be played hereunder should have maximum media exposure, including exposure via television if possible. Each party may enter into agreements for television and radio coverage of the game so long as said agreement are in compliance with the provisions set forth herein.

ENTITIES

Media Rights. For all references to the "Host Institution" that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for radio rights (which are retained by the participating institutions).

RADIO

The Visiting Institution shall have the right to, and be provided space for one radio broadcast outlet for, a non-exclusive radio broadcast by the Visiting Institution's flagship station (local announcer) that is distributed via regional terrestrial radio stations, the Internet or similar broadband distribution, satellite radio, and similar audio-only distribution.

The Host Institution shall retain all other regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING

The parties hereto mutually desire that the games to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference network, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means and media. The Visiting Institution agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to six (6) days in advance of the game in order to accommodate television.
2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.

3. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).

4. The Visiting Institution shall have the right to produce video of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show or season highlight presentations. Such video may not be replayed, used or otherwise distributed by the Visiting Institution to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show, season highlight presentations, or for viewing by the Visiting Institution's football team coaches and players. In addition, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to distribute audio and visual highlights not to exceed three minutes (3:00) in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated linear and/or digital Network. The Host Institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Institution to produce such video. Any other usage by the Visiting Institution of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the Mountain West Conference and the Pac-12.

B. Contact

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Mountain West Conference Football Television Agreements should be addressed to the Mountain West Conference Associate Commissioner, Television.

4. Host Party agrees to provide, if requested, adequate facilities at its home stadium for the filming of the game by the Visiting Party. These facilities will be provided without charge to the Visiting Party and without cost to the Host Party.

5. The Host Party will be responsible for payments of the necessary expenses of conducting said contest including the officials' fees and expenses, stadium rental and/or maintenance and staffing.

6. Game ticket prices will be established by the home institution, no later than the first day of April of the year preceding the playing of the aforementioned contests, and tickets shall be accounted for at the price printed thereon, including tickets sold to students and faculty and staff of the Visiting Party.

7. The Visiting Party will be permitted Two Thousand (2,000) complimentary tickets for the game. Visiting Party shall retain revenues accrued by the face value sale of any tickets from this allotment.

8. Spirit Squad (cheerleaders, yell leaders, etc.) and members of the marching band of both parties, along with their equipment, shall be admitted to the game at no cost.

9. Officials for this contest shall be appointed by the Commissioner of Pac-12 Conference for the game played in Pasadena.

10. The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association and, with respect to each party hereto, the conference or association to which such party belongs and the institutional rules of such party.

11. If either party is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of an act of God, fires, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, or any other cause beyond its control, such party shall not be liable to the other therefore.

12. Except as provided in paragraph 11, above, if either party unilaterally cancels or otherwise breaches the terms of this agreement, that party shall reimburse the non-breaching party a termination fee as follows: if the breach occurs more than 24 (twenty-four) months prior to the scheduled date of the game the amount of the guarantee is one million two hundred thousand dollars (\$1,200,000.00); if the breach occurs between twelve (12) and twenty-four (24) months prior to the date of the game the amount will be the guarantee, plus one hundred thousand dollars (\$100,000.00), a total of one million three hundred thousand dollars (\$1,300,000.00); if the breach occurs within twelve (12) months prior to the date of the game the amount will be the guarantee plus two hundred thousand dollars (\$200,000.00), a total of one million four hundred thousand dollars (\$1,400,000.00). Any such reimbursement shall be made within thirty (30) days of the demand for same.

13. The persons executing this agreement on behalf of the respective parties hereto hereby warrant that they are duly authorized and empowered by the parties hereto so to execute.

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

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, LOS ANGELES

By: _____

Director of Athletics

UNIVERSITY OF NEW MEXICO

By: _____

Director of Athletics

B.O.

