

DISTRIBUTED**HC, BO, ID, C, LC**

TEXAS A&M UNIVERSITY
ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 05 day of May, 2015 by and between Texas A&M University ("TAMU"), a member of The Texas A&M University System, an agency of the State of Texas, and UNIVERSITY OF NEW MEXICO (UNM), FOOTBALL who mutually agree that an intercollegiate athletic contest between their respective teams shall be held in accordance with the following conditions:

1. Date: 9/18/2021 Time: TBA Site: College Station, TX
Return Date: N/A Time: N/A Site: N/A
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 SEC Conference ("Conference") or any conference or association to which either or both parties are members.
the Southeastern Conference (SEC)
4. Officials shall be assigned by and paid for by the Southeastern Conference (SEC)
All officials shall be regularly assigned to Conference regular season games.
5. The financial guarantee to the Visiting Team is \$ 1,100,000.00. The Visiting Team will receive a maximum of 450 complimentary tickets and shall be permitted to purchase any additional tickets, if available. Additionally, the following travel and lodging accommodations have been agreed upon:
The home team will pay the visiting team \$200,000 prior to July 1st in the year the contract is signed. The home team will pay the visiting team the remaining \$900,000 within 30 days after the game is played.
Special Provisions: Additionally, band members and cheer squad in uniform will be admitted without charge. Minimum allotment of 3,000 tickets to be made available to the visiting team prior to July 1st of the year in which the game is to be played.
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. Neither party will be responsible to the other for losses resulting from the failure to perform any term or provisions of this Agreement, if the party's failure to perform is attributable to acts of war, riot, strike, civil disorder, or other work stoppage, fire, flood, acts of God, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

The parties agree that the actual damages that might be sustained by reason of a material breach by one of the parties is uncertain and would be difficult to ascertain, and it is further agreed that the sum of \$ 1,100,000.00 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 material breach.
8. 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.
9. Any written notice required by this agreement shall be mailed first class to the address below:

TAMU

Texas A&M University
P.O. Box 30017
College Station, TX. 77842-3017
Attention: Jeff Toole
Sr. Assoc. Athletic Director & Athletics CFO
Contact Number: +1 (979)-845-5129
Fax number: +1 (979) 845-1458

REVIEWED AND RECOMMENDED:

Authorized University Contract Representative

Date 5/15/15

Athletic Coach's Signature

Date 5/15/15

Athletic Department Director Signature

Date 5/15/15

TAMU Athletic Department Athletic Contest Agreement
Approved for legal form and sufficiency by Office of General Counsel - June 2013

Attention:

Contact Number:

Fax Number:

REVIEWED AND RECOMMENDED:

Authorized University Contract Representative

Date 5/20/15

Athletic Coach's Signature

Date 5/20/15

Athletic Department Director Signature

Date 5/20/15

University of New Mexico

Money List

Payment/Credit Detail

Money List No. MLJW184

Date 06/03/15[illegible]

Total Cash	\$ -
Total Checks	\$ 200,000.00
Grand Total	200000

**TWO ADDING MACHINE TAPES
REQUIRED PER BUNDLE OF CHECKS**

University of New Mexico Money List

Organization Code: 925A
Department: Athletics
Prepared By: Jasmine Washington
Dept.Tele.Ext 5-5554
MSC Address MSC04-2680
DEPT VERIFIED Cash (1) (2)
Date:
Vault 1
Vault 2
Attention:

ACCOUNT SUMMARY:

Department Index and Account Code	Amount
925027-A226	\$ 200,000.00
Account Summary Total	\$ 200,000.00

Contract and Grant Accounting Approval
Required on all restricted indexes.

Comments: _____

PLEASE DO NOT ALTER FORM. SCANNED AREA ON EITHER SIDE MUST NOT BE LARGER THAN 8.5" FROM THE TOP AND 100 MILLIMETERS WIDE.

Document Retrieval Inquiry Form FGIDOCR 8.4 (BANP) 07-SEP-2017 02:02 PM

Document: J0491696 Submission Number: Document Type: JV

Header Information

Transaction Date: 30-JUN-2015 Fiscal Year: 15 Fiscal Period: 12 Items: 2 Commit Type: Uncommitted ☒ Document Text

Detail Information

Sub Number	Item	Sequence	Journal Type	Description	Amount	Sign	Currency	Document Reference			
0	0	1	JE2	MLJW84 6/3/15 (Fball guarantee)	200,000.00	Credit					
COA	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSF Override	Bank	Accrual
U	925209	2U0225	9251	05D0	P211	925E04			<input type="checkbox"/>	BK	<input type="checkbox"/>

Sub Number	Item	Sequence	Journal Type	Description	Amount	Sign	Currency	Document Reference			
0	0	2	JE2	MLJW84 6/3/15 (Fball guarantee)	200,000.00	Debit					
COA	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSF Override	Bank	Accrual
U	925209	2U0225	9251	A226	P211	925E04			<input type="checkbox"/>	BK	<input type="checkbox"/>

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