



AUBURN ATHLETICS

FOOTBALL GAME CONTRACT

This agreement, entered into on **June 12, 2019** by and between Auburn University (hereinafter designated as Home Team), and the **University of New Mexico** (hereinafter designated as Visiting Team).

1. **Purpose:** The purpose of this Agreement is to confirm the arrangements and conditions under which the varsity football teams for Home Team and Visiting Team shall play each other during the regular football season set forth in Section 2. The eligibility of all players to participate in the game and the playing of the game shall be governed by the rules and regulations of its conference and the NCAA.

| <u>Date</u> | <u>Location</u> | <u>Time</u> | <u>Home Team</u> |
|--------------------|-----------------|-------------|-------------------|
| September 14, 2024 | Auburn, AL | TBD | Auburn University |

3. **Officials:** Officials for the game shall be paid for by Home Team, and assigned by the **Southeastern Conference**.

4. **Game Management:** All costs of conducting and promoting the game shall be borne by Home Team. Visiting Team shall be responsible for its own travel expenses for their football team and marching band.

5. **Compensation:** Home Team shall pay Visiting Team **\$1,900,000** for the game on or before March 1, 2025. All other revenue generated, including gate revenue, shall be retained by Home Team.

6. **Tickets:** Visiting Team will be provided **500** complimentary tickets. Visiting Team shall have the option to purchase up to **2,000** game tickets on consignment at the single game ticket price (set by Home Team), if requested by May 1 for the year in which game is scheduled. Visiting Team shall return for credit all tickets over 500 no later than one calendar month prior to the game date, unless otherwise approved by Home Team administration. Visiting Team can return up to a maximum of 100 consignment tickets for credit no later than one calendar week after the game date. Cheerleaders and mascots in uniform will be admitted free of charge.

7. **Band:** Visiting Team marching band will be provided complimentary tickets up to **419** seats. As all seats are reserved, tickets for the marching band will be held by the Home Team. Visiting Team shall notify Home Team by May 1 for the year in which game is scheduled whether or not the marching band will attend and how many tickets will be used for the marching band. Unclaimed marching band tickets cannot be used to supplement Visiting Team complimentary ticket allotment.

8. **Radio:** Home Team (or its conference) 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 the game, provided that 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 Visiting Team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. Home Team shall provide to Visiting Team one radio outlet location for the aforementioned broadcast.
9. **Television:** Except for the radio rights described in Section 8 above, the conference of Home Team 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 the game and any and all portions of the game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent Visiting Team has or will have any such rights, Visiting Team irrevocably assigns, conveys, and transfers all of such rights to the conference of Home Team in perpetuity. Notwithstanding the foregoing, (i) Visiting Team and its conference shall have the non-exclusive rights to create and distribute coach's films of the game for use solely by 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 the game occurs, Visiting Team (and/or its conference) shall have the rights as described in such agreement.

Visiting Team hereby authorizes Home Team (and its conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the game to use) the trademarks and logos of Visiting Team and the names and likenesses of Visiting Team's individual players and coaches to promote and publicize the 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. Visiting Team warrants to Home Team and its conference that 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 paragraph. 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 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 the 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.

10. **Liquidated Damages:** If either team fails to appear at the scheduled game, canceling team shall pay opponent a cancellation fee of **\$1,900,000** within 60 days after the scheduled game date. No cancellation fee or guarantee shall be paid if the parties mutually agree in writing to cancel the scheduled game.

11. **Force Majeure:** In the event of fire, 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 the Southeastern Conference or the National Collegiate Athletic Association, rendering it impossible or highly undesirable to play the Game agreed to hereunder, the Game shall be canceled and the Parties shall use their best efforts to reschedule the Game at the earliest reasonable opportunity within the **2024** season as such exigencies may dictate or permit. In the event the Game cannot be rescheduled in the **2024** season, the Parties will make all reasonable efforts to schedule a game in a future season pursuant to terms and conditions of mutual agreement. In the event it becomes impossible or impractical to schedule such a game in a future season pursuant to terms and conditions of mutual agreement, both parties shall be relieved of any and all obligations of this Agreement. The rights and responsibilities under this Agreement cannot be assigned or transferred to another party.

12. Should any provision of the Agreement be declared by a court of competent jurisdiction to be null and void, the remaining provisions of the Agreement will remain in full force and effect.

13. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supercedes any and all prior understandings and agreements, oral and written. This Agreement may be amended only in writing signed by both parties.

ADDITIONAL AGREEMENTS:

Auburn University

Allen Greene
Allen Greene (Jun 21, 2019)

Director of Athletics

Allen Greene

Name

Jun 21, 2019

Date

University of New Mexico

Eddie Nunez
Eddie Nunez (Jun 25, 2019)

Director of Athletics (or Designee)

Eddie Nunez

Name

Director of Athletics Jun 25, 2019

Title

Date

Jun 12, 2019

Jeremy Roberts
Jeremy Roberts (Jun 12, 2019)

Jun 12, 2019

Marcy Girton
Marcy Girton (Jun 12, 2019)