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1-17-18



**Texas A&M University
Athletic Contest Agreement**

This agreement is made and entered into this 28 day of December, 2017 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 (), Football who mutually agree that an intercollegiate athletic contest between their respective teams shall be held in accordance with the following conditions:

1. Date: 9/2/2023 Time: TBD Site: College Station, TX
Return Date: 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.

4. Officials shall be assigned by and paid for by Southeastern Conference (SEC)
All officials shall be regularly assigned to Conference regular season games.

5. The financial guarantee to the the Visiting Team is \$1,600,000.00 . The Visiting Team will receive a maximum of 350 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 \$250,000 prior to July 1st in the year the contract is signed. The home team will pay the visiting team the remaining \$1,350,000 within 30 days after the game is played.

Special Provisions: Additionally, band members and cheer squad in uniform will be admitted at no charge. Minimum allotment of 3,000 tickets will be made available to 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. 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 anyother act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

7. 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 \$1,500,000.00 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

TAMU
Texas A&M University
1227 TAMU, College Station, TX, 77843-1228

University of New Mexico
REMITTANCE ADDRESS(Payment may be delayed if not provided)
1414 University Blvd SE
MSCH-3680 AIB, NM 87106
Attention: Eddie Nuñez

Attention: Janie Williams

Contact Number:
Fax Number:

Contact Number: 505-925-5510
Fax Number: 505-925-5534

Reviewed and Recommended:

Reviewed and Recommended:

[Signature]
Authorized University Contract Representative
Date: 1-10-18

AD Signature below
Authorized University Contract Representative
Date: 1-15-18

Athletic Coach's Signature
Date:

AD Signature Below
Athletic Coach's Signature
Date: 1-15-18

[Signature]
Athletic Department Director Signature
Date: 1-12-18

[Signature]
Athletic Department Director Signature
Date: 1-15-18

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