

Sent out
2-22-17



THE UNIVERSITY OF NEW MEXICO
LOBO ATHLETICS - MSC04 2680
ALBUQUERQUE, NEW MEXICO 87131-0001
Phone: 505/925-5500 Fax: 505/925-5509

INTERCOLLEGIATE ATHLETICS CONTRACT

The University of New Mexico ("UNM") and Houston Baptist University
(Party of the First Part / Home Team) (Party of the Second Part / Visiting Team)

THIS AGREEMENT, made and entered into this 20th day of February, 2017,
by and between the Party of the First Part and the Party of the Second Part, by their
duly-authorized agents, stipulates as follows:

FIRST: That the teams representing the above-named institutions agree to meet in a Football Game at Albuquerque, New Mexico on September 4th, 2021 at (time TBA).

SECOND:
(**GUARANTEE**) That in consideration for playing in the above-named contest(s), the management of the home team shall pay to the management of the visiting team the sum of **(\$385,000) Dollars to be paid on or before October 4, 2021.**

(**ENTRY FEE**) That in consideration for playing the above-named contest(s), the management of the visiting team shall pay to the management of the home team the sum of **(\$0) Dollars.**

THIRD: That officials for such contest(s) shall be assigned by the Mountain West Conference.

FOURTH: That the eligibility rules governing participation in such contest(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.

FIFTH: That 350 complimentary tickets shall be provided to the visiting team for the above contest(s).

SIXTH: That The University of New Mexico retains all radio and television rights.

SEVENTH: That if either institution refuses to play at the time and place agreed upon, except for some other breach of contract by the other, the management of the team of the institution refusing to play shall forfeit to the management of the other team the sum of **(\$385,000) Dollars.** The Parties agree that it is impracticable and difficult to determine actual damages in the event either party breaches this agreement, therefore, the sum of \$385,000 represents liquidated damages.

EIGHTH: That Houston Baptist will meet the scholarship requirements of NCAA bylaw 18.7.2.1.1 for consideration of quality bowl opponents. If for whatever reason Houston Baptist does not meet this requirement, or their classification changes, "UNM" may opt out of the game at no penalty.

D. 35 FOR: The University of New Mexico ("UNM")
(Party of the First Part / Home Team)
Paul Krebs / 2/22/17
Vice President For Athletics Date
Bob Davie / 2/20/17
Head Coach Date

FOR: Houston Baptist University
(Party of the Second Part / Visiting Team)

Steven Moniaci Date
Athletics-Director

Vic Shealy Date
Head Coach