

TEXAS A&M UNIVERSITY ATHLETIC CONTEST AGREEMENT

This Athletic Contest Agreement ("Agreement") is made and entered into this 23 day of January, 2020, 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 The University of New Mexico, who mutually agree that an intercollegiate athletic contest between their respective football teams shall be held in accordance with the following conditions:

1. Date: 9/18/2027 Time: TBD Site: College Station, TX
Return Date: N/A Time: TBD Site:
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 Southeastern (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 THE SOUTHEASTERN CONFERENCE (SEC). All officials shall be regularly assigned to Conference regular season games.
5. The financial guarantee to the Visiting Team is \$1,700,000. The Visiting Team will receive a maximum of 350 complimentary tickets and shall be permitted to purchase any additional tickets, if available. Payments made by TAMU shall be remitted to the following address: _____
Additionally, the following travel and lodging accommodations are agreed upon:

Special Provisions: \$300,000 of the financial guarantee to be paid prior to May 1, 2023. The remaining \$1,400,000 to be paid within 60 days after the game is played.

Additionally, band members and cheer squad in uniform to be admitted at no charge. Minimum of 3,000 tickets to 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.
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. Further, the parties recognize that performance under this Agreement could become impossible or impracticable due to events outside the control of the Parties, such as changes to either party's respective athletic conference or governing body's governing constitutions, bylaws, rules or regulations; conference realignment or dissolution; change in the collegiate athletics governing body; or lack of funding provided by the respective Party's state or governing board. The terminating party shall inform the other party, in writing, as soon as such interfering event occurs.
8. The Parties agree that the actual damages that might be sustained by reason of a material breach or cancellation for reasons other than noted in Section 7 by one of the parties is uncertain and difficult to ascertain and it is further agreed the sum of \$1,000,000 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 a material breach.
9. 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.
10. Any written notice required by this agreement shall be mailed first class to the address below:

TAMU: Texas A&M University
MS 1228
College Station, TX, 77843-1228
Attention: Bobby Bramhall
(979) 458-8639

(OPPONENT): UNM Athletics
NCC 04 2630
ADD UNM 87131
Attention: Eddie Nuñez
609 925 - 5510
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REVIEWED AND RECOMMENDED:

Authorized University Contract Representative

Date signed by: 01/24/20

Justin Moore

Athletic Coach

Date signed by: 1/23/2020 | 11:38:51 CST

Ross Bork

Athletic Department Representative

Date: 1/23/2020 | 11:41:56 CST

Authorized University Contract Representative

Date:

Athletic Coach

Date: 2-11-2020

Athletic Department Representative

Date: 2-11-20

TAMU Athletic Department Athletic Contest Agreement

Approved for legal form and sufficiency by Office of General Counsel – Approved October, 2019

CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM

Texas A&M University
Department of Contract Administration
1182 TAMU
330 Agronomy Road
College Station, Texas 77843-1182
Phone 979-845-0099
contracts@tamu.edu

CONTRACT #:
 DELEGATION #:
 AUTH. SIGNATURE:
 REPOSITORY:
 DATE RECEIVED:
 DATE RETURNED:

CONTRACT INFORMATION

Contractor/Vendor: The University of New Mexico (Football)
 TAMU Office of Origin: Athletics Department Business Operations
 Dept Contact/Email/Phone: Bobby Bramhall/bbramhall@athletics.tamu.edu/9794588639
 Contract Description: Athletic Contest Agreement
 Vendor Contact Name/Email: jmoore@athletics.tamu.edu

Please include contract in Word format if available, email to contracts@tamu.edu.

CONTRACT TERMS

☒ New Contract ☐ Amend/Modify ☐ Renew/Extend

Contract Period: Begin Date: 9/18/2027 End Date: 9/18/2027
 Contract Value Per: Fiscal Year: \$ 1,700,000 Total Value: \$ 1,700,000
 University Funds Required: ☐ NO ☒ YES If yes, Source of Funds: 300090-40000

REQ #: PO #: C #:

SIGNATURES RECOMMENDING APPROVAL

By signing below you recommend approval of the attached contract and affirm that no conflict of interest exists with Contractor/ Other Party.

Contracted by: Bobby Bramhall Bobby Bramhall 1/23/2020
 CONTRACTOR ORIGINATOR PRINT NAME DATE
 Justin Moore Justin Moore 1/23/2020 | 11:38:51 CST
 DEPARTMENT HEAD PRINT NAME DATE
 Ross Bjork Ross Bjork 1/23/2020 | 11:41:56 CST
 COLLEGE DEAN OR UNIT DIRECTOR PRINT NAME DATE
 PROCUREMENT SERVICES DATE
 CONTRACT ADMINISTRATION DATE
 UNIVERSITY CONTRACTS OFFICER DATE
 DIVISION VICE PRESIDENT DATE
 EXECUTIVE VICE PRESIDENT FOR FINANCE AND CHIEF FINANCIAL OFFICER 01/24/20 DATE
 PROVOST AND EXECUTIVE VICE PRESIDENT DATE
 PRESIDENT DATE

OFFICE OF GENERAL COUNSEL

Approved for Legal Form & Sufficiency

SIGNATURE

DATE

INTERNAL USE ONLY:	CHECKLIST	INSURANCE/COI	OGC	PURS	TEC FORM	SREO	UBIT	REV COPY
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COMMENTS: