



THE UNIVERSITY OF ARIZONA  
Intercollegiate Athletics  
P.O. Box 210096  
Tucson, AZ 85721-0096



## FOOTBALL AGREEMENT

THIS AGREEMENT is made and entered into as of 5/26/2021 by and between **THE UNIVERSITY OF ARIZONA** and **THE UNIVERSITY OF NEW MEXICO** (the "Parties").

WHEREAS, the parties desire to provide for the participation by their respective varsity football teams in a series of football games,

NOW, THEREFORE, the Parties agree to follows:

1. The varsity football teams representing the Parties will play each other at **Arizona Stadium** in the **City of Tucson, State of Arizona** (Arizona is Host Party, New Mexico is Visiting Party) on the following date:

- A. 31<sup>st</sup> day of AUGUST, 2024 at TBA, Tucson time.  
*\*All game times subject to scheduling by Pac-12 Network.*

2. For and in consideration of the participation by the Visiting Party in said contest, Host Party agrees to pay to the Visiting Party the Following sums:

- A. 30<sup>th</sup> day of JUNE, 2022 - **\$100,000**  
B. 31<sup>st</sup> day of AUGUST, 2023 - **\$400,000**  
C. 31<sup>st</sup> day of AUGUST, 2024 - **\$400,000**

3. Game ticket prices will be established by the Host Party, no later than the first day of July before the scheduled game, and tickets will be accounted for at the price printed on the tickets, including tickets sold to students and faculty of the Visiting Party.

4. Visiting Party shall be allocated **FOUR HUNDRED (400)** complimentary tickets with the option to purchase another **TWO THOUSAND FIVE HUNDRED (2,500)** tickets for each game.

5. Cheerleaders, yell leaders, and members of the marching band of the Host Party, all in uniform and the band with instruments, will be admitted to the game at no cost and permitted to perform. Upon mutual agreement of the parties, Visiting Party cheerleaders, yell leaders and members of the marching band, all in uniforms and the band with instruments, will be admitted to the game at no cost and be permitted to perform, it being understood that a request by the Visiting Party for such agreement must be made at least two weeks before the date of the game.

6. Visiting Party will provide one free radio outlet. The Host Party will not be required to make any alterations to existing facilities for the purpose of the agreement. All TV rights fees, other than local broadcast rights will be divided according to Pacific-12 and applicable conference agreements.

7. Host Party agrees to provide adequate facilities at its home stadium for Visiting Party to videotape the game. These facilities will be provided without charge to the Visiting Party and without cost to the Host Party.

8. Host Party will have a medical doctor present and a stand-by ambulance at the game site throughout each game.

9. Officials for this contest will be appointed by the Host Party's Conference office.

10. The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association, the Host Party's conference, and the institutional rules of each Party.

A. Force Majeure. Neither Party to this Agreement shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage to the other Party caused by force majeure. For the purposes hereof, "force majeure" means war, natural disaster, pandemic,



strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages of materials, blockade, riot, civil disorder, or any similar cause beyond the reasonable control of the Party obligated to render performance (but excluding financial inability to perform, however caused).

B. Travel and Play Restrictions. If either Party is unable to participate in a scheduled game, due to travel restrictions, delay, cancellation or modification of the 2024 football playing season by the Pac-12, the Mountain West, or the NCAA, or a local, state, regional or federal order that would impact the ability of the Visiting Party to travel or the Host Party to host, or to play the game, the Parties will make a good faith effort to reschedule to the extent permitted by applicable government and governing body rules. If the game cannot be reasonably rescheduled, this Agreement will terminate and neither party will have any liability to the other.

C. The Parties acknowledge that it is impossible to calculate the damages resulting from either Party's failure to honor its obligations under this Agreement. If either Party fails to appear or host as scheduled, the sole and exclusive remedy will be the obligation of the defaulting party to pay the sum of \$500,000 to the other Party as liquidated damages and not as a penalty. Such payment shall be made no later than thirty calendar days after the date of the scheduled game. Neither Party shall have any further obligation to the other under the terms of this Agreement, and except for the payment obligation in this Section 10C, the Agreement will be terminated.

11. The persons executing this Agreement on behalf of the respective Parties warrant that they are duly authorized and empowered to execute this Agreement.

12. In the event either institution is no longer classified by NCAA definition as a Division I football school prior to the above game date, this contract will be null and void.

**13. ENTITIES:**

For all references to the "Host Party" and/or "Visiting Party" that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for local radio rights (which are retained by the participating institution). For all references to the "Host Party" or "Visiting Party" that involve non-Pac-12 Conference institutions, the media rights and other grant of rights in this Agreement will be controlled in accordance with such Party's and affiliated conference's media agreements and other media rights policies.

**14. RADIO:**

A. The Visiting Party shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Party's flagship station and additional terrestrial distribution on the Visiting Party's regional network of terrestrial radio stations.

B. The Host Party shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Party also shall have exclusive rights to sell national terrestrial radio rights.

**15. TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING:**

A. The Parties mutually desire that the games to be played pursuant to this Agreement should have maximum media exposure, including national television exposure.

B. Agreement to Telecast. Each game played pursuant to this Agreement shall be available for telecasting by the Host Party. The Host Party shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Party agrees to the following:

- I. The scheduled start time for the game(s) is solely at the discretion of the Host Party and may be changed up to 6 days in advance of the game in order to accommodate television.

- II. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the Parties.
- III. Media timeout formats are determined by the Host Party's conference. The Host Party's conference shall be responsible for the TV liaison (red hat).
- IV. The Host Party agrees to provide the Visiting Party with one 30- second message if the game is selected for a national broadcast network or national cable network telecast.
- V. The Visiting Party may not telecast the game in any way or use any video from the Host Party's telecast of the game (including, but not limited to, programs like coaches' shows, DVDs, web site highlights, etc.) without the written permission of the Host Party's conference; provided, however, that the Visiting Party shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Party's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Party shall have the right to telecast audio and visual highlights not to exceed 5 minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network, SEC Network).

**16. CONTACT:**

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Mountain West Conference Television Agreements should be addressed to the Mountain West Conference Commissioner, Television.

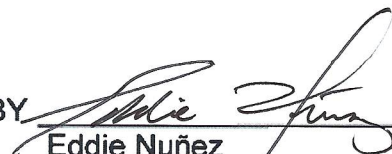
IN WITNESS WHEREOF, the Parties hereto hereunto have set their hands the day and year first above written.

**FOR: THE UNIVERSITY OF ARIZONA,**  
1 National Championship Drive  
Tucson, AZ 85721-0096

BY   
Dave Heeke  
Vice President & Director of Athletics

DATE 5/26/21

**FOR: THE UNIVERSITY OF NEW MEXICO**  
1414 University Drive  
Albuquerque, NM 87106

BY   
Eddie Nuñez  
Director of Athletics

DATE 5/27/21