



December 5, 2023

Bronco Mendenhall

RE: Memorandum of Understanding Offer  
Head Football Coach – University of New Mexico

Dear Bronco:

It is with great pleasure that I offer you the position of Head Football Coach for the University of New Mexico. This Memorandum of Understanding, which presents the material terms of our offer, will be incorporated into a formal employment contract with the University of New Mexico for execution at the earliest possible date. Such formal employment contract shall be subject to approval by the President of the University of New Mexico and shall supersede this Memorandum of Understanding. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term of 5 years. Contract Years shall be from December 1 to the following December 1.

Your compensation as Head Football Coach will be the following:

- Annual guaranteed compensation of:
  - \$1,200,000
- Incentive compensation for achieving athletic performance goals as follows (cumulative):

○ Appearance in Mountain West Conference Championship Game	=	\$25,000
○ Mountain West Championship	=	\$50,000
○ Mountain West Coach of the Year	=	\$25,000
○ National Coach of the Year	=	\$50,000
○ Non-CFP Bowl Appearance	=	\$50,000
○ CFP Playoff Appearance	=	\$50,000
○ Each CFP Playoff Win (including a first round bye)	=	\$50,000
○ CFP National Champion	=	\$100,000
- Incentive compensation for achieving academic performance goals as follows:
  - APR Rates (awarded once):

▪ Greater than or equal to 950 (2023-24 & beyond)	=	\$10,000
▪ Greater than or equal to 960 (2023-24 & beyond)	=	\$15,000
▪ Greater than or equal to 970 (2023-24 & beyond)	=	\$20,000
- Incentive compensation for achieving ticket sale performance goals as follows:
  - 15% Increase in Ticket Sales in any season: \$15,000, split evenly with \$7,500 paid to coach and \$7,500 reinvested in to the program
  - 25% Increase in Ticket Sales in any season \$25,000, split evenly with \$12,500 paid to coach and \$12,500 reinvested in to the program
  - 50% Increase in Ticket Sales in any season: \$50,000, split evenly with \$25,000 paid to coach and \$25,000 reinvested in to the program

*The definition of ticket sales shall be mutually agreed upon by administration and Coach prior to each individual season, with a mutual understanding that odd numbered years feature a non-conference home*



*game vs. New Mexico State and, therefore odd-numbered years shall be compared to the immediately preceding odd-numbered year and even-numbered years shall be compared to the immediately preceding even-numbered year.*

- Full standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amount based upon the base salary where relevant.
- A moving allowance of \$25,000 for your household moving expenses in accordance with University policy and state law. The moving allowance shall be awarded in your first paycheck from the University, subject to typical tax withholdings.
- A courtesy vehicle (determined at the University's discretion) will be provided by the University, subject to typical tax withholdings.
- Club membership at one or more local Country Clubs will be provided, subject to typical tax withholdings.
- Tickets to home games for Football, Men's Basketball, and other sports requested by the Coach and approved by the Director of Athletics, subject to typical tax withholdings.

Among other terms, your employment contract will include the following:

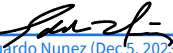
- You shall be prohibited from receiving benefits or compensation other than as described above from any other source without prior written agreement.
- If you terminate the contract, or if the contract is terminated for cause, the University shall not be liable for any payments or benefits after the date of termination.
- If you or the football program is found by the University to have committed a major violation of NCAA rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, you shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, including termination of employment for cause.
- The standard University provision for termination for cause.
- A termination without cause provision that will require payment of the following, depending on the year termination occurs:
  - Contract Years One or Two: 100% of your salary for the remainder of the term of the contract.
  - Contract Year Three: 80% of your salary for the remainder of the term of the contract.
  - Contract Year Four: 65% of your salary for the remainder of the term of the contract.
  - Contract Years Five: 50% of your salary for the remainder of the term of the contract.
- A provision that you will agree not to seek or apply for other positions without prior notice. If you accept another position, you are responsible to pay the University of New Mexico the following sums based on the year the termination occurs:
  - Contract Year One: \$3,000,000
  - Contract Year Two: \$2,000,000
  - Contract Year Three: \$750,000
  - Contract Year Four: \$500,000
  - Contract Year Five: \$300,000
- As an employee of the University, you will be subject to all policies and provisions of the University of New Mexico employee policy manual.

While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 60 calendar days of your start date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 60 calendar days. It is understood and agreed that the employment contract will supersede these terms and conditions.



It is with great anticipation and enthusiasm that I offer you the position of Head Football Coach at the University of New Mexico. Assuming that you are amendable, please indicate your acceptance by signing below. I have every confidence that you will lead our football program with integrity and pride, and I look forward to welcoming you as a member of the Lobos family.

Sincerely,

  
Eduardo Nunez (Dec 5, 2023 18:02 PST)

Eddie Nuñez, M.S.  
Vice President and Director of Athletics  
University of New Mexico

Accepted:   
Bronco Mendenhall (Dec 5, 2023 19:32 MST)

Date: Dec 5, 2023