



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and MERCYHURST UNIVERSITY ("MU")
SPORT: Football

GAME SITE: University Stadium - Albuquerque, NM

DATE/TIME: September 12, 2026 at a time TBD MM
MM

1. The parties agree to participate in an athletic contest ("Game") between their Football teams on the date and at the time set forth above; provided, however, that in the event that the Mountain West Conference ("MWC") schedules UNM Football to play an away game outside the continental United States in 2026, the parties agree that UNM will have the sole authority, if desired, to reschedule to game to Week Zero, 2026.
2. In consideration for playing in the Game, UNM shall pay to MU the sum of three hundred fifty thousand dollars (\$350,000.00) due and payable within sixty (60) days following the game. MU shall be entirely responsible for all costs and expenses associated with its participation in the Game.
3. Officials for the Game shall be assigned by the Mountain West Conference.
4. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
5. MU will be provided 350 complimentary tickets for the Game.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. MU grants to UNM the non-exclusive, worldwide, irrevocable, transferable (without consent), sublicensable (without consent, and through multiple tiers of sublicensees), royalty-free right and license to use (i) the trademarks, service marks and other indicia of and relating to any teams participating in said Game and (ii) the biographical details, privacy rights, publicity rights, and all other indicia of identity of participants and other individuals involved in the conduct of the Game for the purposes of broadcasting, advertising and promoting the Game.
8. MU represents and warrants that it is currently in the process of transitioning to NCAA Division I Football Championship Subdivision status ("FCS Status") by fully complying with, among other things, all aspects of Section 20.9.10 of the 2024-2025 NCAA Division I Handbook dated August 5, 2024, and that MU is on schedule to attain that status before the date of the Game. Failure by MU to obtain FCS Status, for whatever reason, shall be deemed a material breach of this Contract and shall subject MU to the liquidated damages set forth in Section 9, below.
9. The parties agree that if either institution breaches this contract by refusing to play at the time and place agreed upon, the non-breaching party shall sustain damages that are difficult (if not impossible) to calculate. Therefore, the parties agree that in the event one party refuses to play at the time and place agreed upon, it shall pay to the other party the sum of three hundred fifty thousand dollars (\$350,000.00) as liquidated damages, and not as a penalty. In the event of a breach by UNM, such payment shall be offset, dollar for dollar, by any amount UNM may have already paid MU at the time of the breach.

10. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) tornado, (c) haboob, (d) drought, (e) flood, (f) fire, (g) earthquake, (h) explosion; (i) war, (j) invasion, (k) hostilities (whether war is declared or not), (l) terrorist threats or acts, (m) riot or other civil unrest; (n) government order or law; (o) embargoes or blockades in effect on or after the date of this Contract; (p) action by any governmental authority that makes performance impractical or impossible; (q) declaration of a national, regional or local emergency; (r) strikes, labor stoppages or slowdowns or other industrial disturbances; (s) shortage of adequate power or transportation facilities; (t) pandemic or other health emergency; and, (u) other similar events beyond the reasonable control of the Impacted Party. The parties agree that this Section does not apply to MU's failure to attain FCS status prior to the Game.

11. Miscellaneous:

- a. Both parties acknowledge that the MWC media partners have the sole authority to change date of game by one day to Friday and agree to the move if requested.
- b. The Parties agree that this Contract shall be construed and enforced according to the internal laws of the state of New Mexico; that the proper and convenient venue for disputes arising from this Contract is the federal and state courts sitting in Bernalillo County, New Mexico; and that those courts have jurisdiction over the parties.

FOR: THE UNIVERSITY OF NEW MEXICO

FOR: MERCYHURST UNIVERSITY

Jalen Dominguez
Jalen Dominguez (Dec 9, 2024 15:23 MST)
Sport Coordinator Date

Coach Date

Coach Date

Joseph Spano 1/5/2025
Athletic Director or Designee Date

Fernando Lovo
Fernando Lovo (Dec 9, 2024 15:43 MST)
Athletic Director or Designee Date

[Signature] 12/19/2024
Vice President Date

Matt McKernan
Matt McKernan (Dec 12, 2024 10:12 MST)