

AGREEMENT

This agreement ("Agreement") is entered into by and between the Regents of the University of New Mexico ("UNM"), the New Mexico State University ("NMSU") and Central Michigan University ("CMU") and is effective as of the last date of execution. The Recitals are material terms of this Agreement.

WHEREAS, NMSU and CMU entered into a Football Game Contract ("Game Contract") for two games to be played between the institutions' football teams, the first to be played at CMU in 2019 and the second to be played at CMU and the second to be played at NMSU on September 5, 2026; and,

WHEREAS, the first game was played pursuant to the Game Contract; and,

WHEREAS, NMSU and CMU have agreed not to play the second game; and,

WHEREAS, CMU and UNM have agreed to participate in a game between their football teams on September 5, 2026,

NOW THEREFORE the parties agree as follows:

1. Pursuant to Paragraph 16(A) of the Game Contract, NMSU and CMU mutually consent to termination of the Game Contract and all obligations owed by each to the other are, likewise, terminated.
2. UNM and CMU agree to participate in a contest ("Game") between their football teams on September 5, 2026 at UNM's home facilities under the following terms:
 - a. In consideration for playing in the Game, UNM shall pay to CMU the sum of two hundred thousand dollars (\$200,000.00).
 - b. Officials for the Game shall be assigned by the Mountain West Conference.
 - c. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
 - d. CMU will be allowed 400 complimentary tickets for the above contest.
 - e. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
 - f. CMU 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 names, images, likenesses, 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.

- g. 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 with certainty. 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 two hundred thousand dollars (\$200,000.00). Such payment shall be offset, dollar for dollar, by any amount UNM may have already paid CMU at the time of the breach.
 - h. 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 Agreement, 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 Agreement; (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.
- 3. UNM and CMU agree to participate in a contest ("Game") between their football teams at CMU's home facilities on September 8, 2029 under terms substantially similar to those contained in Paragraph 2 of this Agreement; the only exception being that the parties agree that neither UNM nor CMU shall pay any consideration to the other for the 2029 game.
 - 4. Any dispute arising out of or relating to this Agreement shall be referred to binding arbitration pursuant to the New Mexico Uniform Arbitration Act, NMSA 1978 §§ 44-7A-1, et seq., and shall be arbitrated in Bernalillo County, New Mexico.
 - 5. The internal laws of the State of New Mexico shall govern the enforceability, interpretation, and legal effect of this Agreement.
 - 6. This Agreement may be modified only by a written instrument executed with the same formality as this Agreement.
 - 7. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the Agreement will remain valid and enforceable.
 - 8. This Agreement may be executed in counterparts, and by electronic signature and a photocopy, facsimile or electronic copy of this Agreement shall have the same force and effect as its original.

[End. Signature page follows.]

EXECUTED AND AGREED TO BY:

FOR THE UNIVERSITY OF NEW MEXICO

David Williams Oct 25, 2024
David Williams (Oct 25, 2024 15:35 MDT)
Athletics Director or Designee Date

FOR CENTRAL MICHIGAN UNIVERSITY

 Oct 26, 2024
Robert O Davies (Oct 26, 2024 06:50 EDT)
Athletics Director or Designee Date

FOR THE NEW MEXICO STATE UNIVERSITY

Mario Moccia Oct 31, 2024
Mario Moccia (Oct 31, 2024 13:17 MDT)
Athletics Director or Designee Date