



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and THE UNIVERISTY OF NORTHERN COLORADO ("UNC")
SPORT: Football

GAME SITE: University Stadium - Albuquerque, NM

DATE/TIME: Saturday, September 4, 2027 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.
2. In consideration for playing in the Game, UNM shall pay to UNC the sum of three-hundred seventy-five thousand dollars (\$375,000.00).
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. Complimentary tickets will be decided at a later date dependent upon state, city, county, NCAA and conference requirements at the time of the competition. If 100% capacity is allowable, UNC will be provided 350 complimentary tickets for the above contest.
6. UNM retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
7. UNC 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.
8. 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 seventy-five thousand dollars (\$375,000.00). In the event of a breach by UNM, such payment shall be offset, dollar for dollar, by any amount UNM may have already paid UNC at the time of the breach.
9. **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.

10. **Miscellaneous:**

- UNM shall have the sole authority to shift the game date to either Thursday, September 2, 2027 or Friday, September 3, 2027. UNM shall notify UNC of any shift in game date at least 90 days prior to the originally scheduled contest.
- It is understood that UNC will meet the scholarship requirements of NCAA bylaw 18.7.2.1.1 for consideration of quality bowl opponents. If, for whatever reason, UNC does not meet this requirement, or their classification changes, UNM may opt out of the Game at no penalty.

MM
MM

[END: SIGNATURES FOLLOW]

Signature: Matt McKernan
Matt McKernan (Aug 18, 2023 14:15 MDT)
Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

David Williams
David Williams (Aug 19, 2023 16:06 MDT)
Sport Coordinator _____ Date

Daniel Gonzales
Daniel Gonzales (Aug 19, 2023 16:07 MDT)
Coach _____ Date

Eddie Nunez
Eddie Nunez (Sep 12, 2023 15:33 MDT)
Athletic Director or Designee _____ Date

FOR: THE BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO

Blaine Nickeson 8/17/23
Blaine Nickeson, Associate VP for Administration _____ Date

Athletic Director or Designee _____ Date