



ATHLETIC CONTEST AGREEMENT

THIS AGREEMENT is between the Host Institution (Host) and the Visitor Institution (Visitor) indicated below, and is effective and binding as of the date this document is signed by the duly authorized representatives of both Institutions. The terms of this agreement are as follows:

Host Institution: <i>(include name and address)</i>	The Regents of New Mexico State University c/o NMSU Athletics Director, MSC 3FAC PO Box 30001, Las Cruces, NM 88003-8001 Phone: 575-646-5448	
Visitor Institution: <i>(include name and address)</i>	The Regents of The University of New Mexico Lobo Athletics - MSC04 2680 Albuquerque, NM 87131-0001	
Sport:	Football	
Contest Location:	See Location Below	
Contest Date(s):	• September 26, 2026 Las Cruces, NM • September 25, 2027 Albuquerque, NM • September 16, 2028 Las Cruces, NM • September 15, 2029 Albuquerque, NM	Time: TBA Time: TBA Time: TBA Time: TBA
Compensation Amount:	N/A	Due Date: N/A
Travel Commitment:	N/A	
Complimentary Tickets:	450	
Agreed Liquidated Damages:	\$100,000.00	
Other Commitments:	Visitor's band, cheerleaders, and mascot, if in uniform, shall be admitted free of charge and permitted to perform.	

- Contest:** The Parties agree that their respective teams in the Sport indicated above will compete at the Contest Location(s) and on the Contest Date(s) and Times indicated above. The Home team may, for good cause, including accommodation of regional or national television, change the starting time or date of the Contest(s), subject to the consent of the Visitor, which consent shall not be unreasonably withheld.
- Return Game Commitment:** Provided that a Return Game Commitment is indicated above, the Host commits to have its team play another contest in the same Sport against the Visitor's team at the Visitor's usual home venue at a subsequent date as indicated.
- Compensation and Expenses:** The Home team shall be responsible for all aspects of event management. Except as otherwise stated in this Agreement, the Visitor shall be responsible for its own travel arrangements and expenses associated with the Contest.
- Complimentary Tickets:** The Home team agrees to provide to the Visitor the number of complimentary tickets indicated above for each Contest to be played under this Agreement.
- Liquidated Damages:** The Parties agree that the failure of either Institution's team to appear for the Contest(s) specified in this Agreement, would cause significant monetary damage to the other Party, and that those damages

would be difficult, if not impossible, to calculate at the time of the failure to appear. Therefore, the Parties agree that the Party that fails to appear shall pay to the other Party the sums stated above as liquidated damages, and not as a penalty; provided, however that no liquidated damages shall be owed in the event that the failure to appear has been agreed to between the parties at least one year prior to the failure to appear. Any payment pursuant to this provision shall be paid within 10 days of the scheduled Contest Date. If multiple contests are scheduled under this Agreement, liquidated damages contemplated in this Section shall be paid upon cancellation of any one contest, but shall be paid only once, even if more than one contest is cancelled.

6. **Other Commitments:** The Parties agree to fulfill any other commitments that are indicated in the table above.
7. **Force Majeure:** Neither Party to this Agreement shall be liable for any failure or delay in the performance of this Agreement, nor for any other breach, loss or damage if caused by war, epidemic, pandemic, natural disaster, strikes, walkouts or other labor disturbance, order or regulation of any government body, blockage, riot, civil disorder or any similar cause beyond the reasonable control of the party obligated to render performance.
8. **NCAA Division Status:** Should either Party fail to maintain its current NCAA Division status at the time the Contest is scheduled, the Contest shall be cancelled without liability to either party. As a public entity, all financial obligations of Host set forth in this Agreement, including payment of compensation, fees or damages, are contingent upon the appropriation of necessary funds from the New Mexico Legislature.
9. **Rules and Officials:** The Contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the NCAA, and the rules and regulations of the parties' respective athletic conferences. NMSU shall provide contest officials at its sole expense for games hosted in Las Cruces and UNM shall provide contest officials at its sole expense for games hosted in Albuquerque.
10. **Media Rights:** Except as otherwise indicated in this Agreement, and subject to any rights held by the Home Team's athletic conference or the NCAA, all media and broadcast rights and receipts, including radio, television, and live-streaming belong exclusively to the Home Team and are governed by the rules of its athletic conference. Home Team shall provide to Visitor space for one complimentary radio broadcast outlet designated as the Visitor's official broadcast station.
11. **Other Governing Terms:** The rights and obligations under this Agreement are not assignable or transferable. This Agreement may be amended at any time only in a writing signed by the duly authorized representatives of each party. This Agreement shall be governed by and construed under the laws of the state of New Mexico. Each individual signing below represents and warrants that he or she is authorized to sign this Agreement on behalf of the Institution represented.

**The Regents of
New Mexico State University**

By: Joe Fields
Joe Fields (Nov 11, 2025 11:12:35 MST)

Title: Athletics Director

Date: 11/11/2025

**The Regents of The University of New
Mexico**

By: Fernando Lovo
Fernando Lovo (Oct 28, 2025 19:13:40 MDT)

Title: Vice President/Director of Athletics

Date: 10/28/2025

Return to:
Joseph Almaguer
New Mexico State University
P.O. Box 30001, MSC 3FAC
Las Cruces, NM 88003-8001
Phone: (575) 646-5448