



## 2026 Jax College Baseball Classic Athletic Agreement

This agreement is made and entered into this **25th day of July, 2025** by and between Peak Events LLC (host of the Jax College Baseball Classic) and the **Board of Supervisors of Louisiana State University and Agricultural & Mechanical College** through its Athletics Department (hereinafter "LSU") and stipulates the following:

1. That the Varsity Baseball Team representing **LSU** shall compete in the **2026 Jax College Baseball Classic**, participating in a round-robin format with three (3) total games against three (3) different opponents.

**At Vystar Ballpark – Jacksonville, FL on Friday, Feb 20, 2026, Saturday, Feb 21, 2026 and Sunday, Feb 22, 2026.**

**Times and Opponents: TBD**

**Field: Indiana, UCF, Notre Dame, LSU**

**\*Participating teams are subject to change**

2. Peak Events LLC agrees to provide Louisiana State University Athletics with twenty (20) double occupancy hotel rooms for three (3) nights in conjunction with the 2026 Jax College Baseball Classic. These accommodations will be arranged at a Peak Events partner hotel located within ten (10) miles of VyStar Ballpark in Jacksonville, Florida. In addition, LSU will receive one hundred (100) complimentary tickets per game. The following amenities are also included: complimentary hotel meeting space, daily breakfast (three days), and three (3) post-game meals, provided as boxed meals for up to sixty (60) participants and distributed as the team loads the bus. Additional benefits include Thursday on-field practice (weather permitting), player gifts, nightly laundry service (excluding gratuity), and access to a sixteen (16) person suite for LSU's exclusive use on all three game days.
3. That the officials for these games shall be selected by Peak Events LLC and will feature a four-man crew, in addition the use of Umpire Replay Review will be available.
4. That all players or contestants representing the institution in said games shall be eligible under the rules and regulations of the NCAA and their respective conference..
5. If either party cancels or fails to appear at this athletic event, that party agrees to pay the non-cancelling party in the amount of \$75,000 no later than 60 days after cancellation.
  - a. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, or national strikes.
  - b. For the avoidance of doubt, Force Majeure shall not include solely (a) financial distress nor the inability of either party to make a profit or avoid a financial loss or (b) a party's financial inability to perform its obligations hereunder.
6. All live and replay broadcasting and multimedia rights with the exception of university athletic department radio is owned and run by Peak Events LLC.

7. The athletic department grants Peak Events the right for temporary use of athletic department marks for the sole purposes of event marketing, promotion, and event specific merchandise. This grant of use will expire upon the completion of the event. All merchandise items will maintain all brand and licensing guidelines & standards.
8. This Agreement shall be construed in accordance with the laws of the State of Louisiana, and in the event of litigation between the parties hereto concerning the terms and conditions of this Agreement, it is agreed that the venue shall be a District Court located within East Baton Rouge, Louisiana.
9. Indemnification: "Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all loss, claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages (Claims) resulting from its or it's employees, clients or agents' gross negligence or willful misconduct arising from or related to this Agreement."

**Provisions:**

1. Teams will be required to provide a ticketing representative to handle and distribute all players, coaches, and staff tickets. Peak Events LLC will prepare the location for distribution and print all physical tickets to be ready on-site.
2. If cancellation occurs due to inclement weather including but not limited to excess precipitation or cold temperatures, teams will be required to fulfill a fan obligation at either VyStar Ballpark or another designated location that is mutually agreed upon by both parties. This can include but is not limited to a meet & greet or autograph session lasting no more than 2 hours at a time that is mutually agreed upon by both parties. If this provision is invoked by the parties, this will satisfy the parties obligations under this agreement.

The parties agree that the persons signing this agreement certify by affixing his or her signature that he or she has the authority to sign the agreement and to bind the university to the agreement terms.

Approved: Louisiana State University

|                                 |                |
|---------------------------------|----------------|
| <u>Tommy Smith, Interim CFO</u> |                |
| Name                            | Title          |
| <u>[Signature]</u>              | <u>9/17/25</u> |
| Signature                       | Date           |

Approved: Peak Events, LLC

|                               |                  |
|-------------------------------|------------------|
| <u>Nathan Wooldridge</u>      |                  |
| Name                          | Title            |
| <u>Signed by: [Signature]</u> | <u>9/18/2025</u> |
| Signature                     | Date             |