

**2019 Jamaica Classic Montego Bay
Men's Basketball Tournament
Louisiana State University**

This Basketball Game Agreement ("Agreement") is made, effective October 17, 2018, by and between Van Wagner Sports & Entertainment, LLC, a New York limited liability company ("VWSE"), for itself and as agent for Superior Sports Management, Inc., a Florida corporation ("SSM"), its Jamaica Classic coventurer (VWSE and SSM as coventurers of the Jamaica Classic, collectively, "Jamaica Classic") and Louisiana State University ("University" or "Host Team").

WHEREAS, Jamaica Classic manages an annual men's college basketball Qualifying Regular Season Multi Team Event as defined in NCAA Bylaw 17.3.5.1.1;

WHEREAS, the Jamaica Classic's 2019 Qualifying Regular Season Multi Team Event, including all of the games comprising the tournament and all associated events, functions, press conferences and receptions are collectively referred to in this Agreement as the "Event";

WHEREAS, University has an intercollegiate division one men's basketball team that will participate in the Event; and

WHEREAS, the Jamaica Classic desires to schedule four division one games for the University as part of the Event as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Event Game Dates.

a. The University agrees that its men's basketball team shall participate as a "Host Team" in the Event. The semi-finals and championship rounds of the Event shall be staged in Montego Bay, Jamaica at the Montego Bay Convention Centre (such venue, the "Neutral Site" and the games of the Event staged at the Neutral Site, the "Neutral Site Rounds", and each game at the Neutral Site, a "Neutral Site Game"). The Neutral Site Rounds shall take place between November 22 and 24, 2019.

b. The University agrees to play two (2) early round games (the "Early Round Games") as part of the Event against opponents selected by VWSE from traveling teams participating in the Event (such opponent, the "Traveling Teams"). Jamaica Classic and University agree that Early Round Games shall be considered a part of the Event to the extent that they shall be recognized under the banner/name of the Event (i.e. in publicity for the event, media guides, historical records etc.), but the Early Round Game will not be considered for the purpose of bracketing the Neutral Site Rounds or the awarding of a championship of the Event. The University shall participate in the Neutral Site Rounds.

c. All Early Round Games and the Neutral Site Rounds shall be scheduled by Jamaica Classic and shall occur within a fourteen (14) day window as determined by Jamaica Classic.

d. The terms of Early Round Game between University and the Traveling Teams shall be set forth in separate game agreements between the University and the respective Traveling Teams (each, an "Early Round Game Agreement"). The Early Round Game Agreement may not include any provision that imposes any payment or other obligations on Jamaica Classic without Jamaica Classic's prior written consent. Jamaica Classic hereby authorizes University to contract with each of the Traveling Teams which Jamaica Classic designates (referred to sometimes as "Traveling Team 1" and "Traveling Team 2", respectively) for the Early Round Games on any date within the time period permitted by NCAA Bylaw 17.3.5.1.1. University shall notify Jamaica Classic of the dates set for the Early Round Game promptly upon determination. Jamaica Classic shall be responsible for the guarantee fee payable to Traveling Team 1 and Traveling Team 2 for participating in the Early Round Games ("Traveling Team Fee"), in such amounts as Jamaica Classic specifies in writing in advance to Host Team. University shall provide a copy of each Early Round Game Agreement to Jamaica Classic by August 15, 2019. For each of the Early Round Games, University will provide each Traveling Team with a minimum of fifty (50) complimentary tickets in accordance with normal University home game procedures.

2. NCAA.

The eligibility of the Host Team and Traveling Team players to participate in the Early Round Games and the Neutral Round Games (collectively, the "Games"), and other rules applicable to the Event, shall be determined by the National Collegiate Athletic Association ("NCAA") rules and regulations.

3. Game Management.

a. Each Early Round Game shall be played at the Host Team's home arena of choice. The Early Round Games shall be conducted in accordance with NCAA and Host Team's Conference regulations. All game costs of the Early Round Game shall be borne entirely by the Host Team, including but not limited to, all officiating and staging costs (and in this regard Jamaica Classic shall have no financial or any other liability whatsoever relating to the Early Round Game, except for payment of the Traveling Team Fee in accordance with the provisions of this Agreement). The Host Team shall retain all revenue generated by the Early Round Games commensurate with the Host Team's typical home game events. Officials for the Early Round Games shall be assigned by the Host Team. The Host Team shall be responsible for all payments to officials for the Early Round Games.

b. Jamaica Classic shall manage all games played in the Neutral Site Rounds and shall be responsible for arranging and conducting the ticket sales, advertising, multi-media and other operational details of the Neutral Site Rounds. Except as provided herein, Jamaica Classic shall, at its sole expense, provide the venue, game officials, basketballs, and other personnel typically associated with operating a basketball game for the Neutral Site Rounds.

c. Jamaica Classic shall have all rights, including the right to retain all income, relating to game programs, sponsorships, ticket sales, concessions, merchandising, licensing and any and all other or revenues associated with the Neutral Site Rounds.

d. Jamaica Classic will provide a commemorative tournament gift for up to 25 members of each Official Team Travel Party (as defined in Section 4) in the Event.

4. Neutral Rounds Tickets.

University shall be granted complimentary tickets for all Neutral Site Games and other functions associated with the Event for all members of the Official Team Travel Party who booked their travel arrangements to the Neutral Site through Jamaica Classic's designated official third party travel and transportation provider ("Event Travel Provider"). "Official Team Travel Party" means the University's Team players, coaches, support staff (including managers and graduate assistants), medical staff (including trainers and doctors), administrative staff and, if the University pays for their participation, family members of some or all of the foregoing.

5. Host Team Guaranteed Payment to Jamaica Classic.

University shall pay to the Jamaica Classic a nonrefundable guaranteed participation fee of One Hundred Seventy Five Thousand Dollars (\$175,000) ("Participation Fee") for the Event. University shall pay the Participation Fee as follows:

May 15, 2019	- payment due of \$15,000
June 1, 2019	- payment due of \$50,000
August 1, 2019	- payment due of remaining balance of \$110,000

6. Force Majeure.

If the Event is cancelled because of an act of God or the public enemy, acts of terrorism, wars, acts of the State or the United States, fire, floods, epidemics, weather conditions, labor strikes and other causes beyond the control of the parties and is not re-scheduled and played during the same NCAA men's college basketball season, the parties shall in good faith attempt to reschedule the Event at a future time, as a replacement. If such an attempt is unsuccessful, either party may terminate this Agreement without penalty for early termination.

7. Liquidated Damages.

If University fails to participate in one or more of the Early Round Games or the Neutral Site Rounds on the designated dates for such games in violation of this Agreement, then University shall pay to Jamaica Classic a liquidated sum of One Hundred Thousand Dollars (\$100,000) for each Early Round Game and Neutral Site Round which University did not participate in. Such amounts shall be payable within ten (10) days following each missed game. The parties agree that such amounts are reasonable and bear a relationship to, and are not disproportionate to, the actual or anticipated harm caused by such contract breach. The foregoing shall not be, nor be construed to be, a penalty.

8. Media, Television and Internet.

a. As between University and Jamaica Classic, media rights for Early Round Games shall be governed by the applicable Host Team conference agreement which the Host Team is party to for its men's intercollegiate basketball team ("Host Team Conference Agreement").

b. Jamaica Classic shall own all the rights, title and interest in and to, and shall retain all of the rights fees and other fees and revenues associated with, any broadcast (including, but not limited to, any distribution or rebroadcast rights) in any medium (including, but not limited to, radio, television, internet and other digital broadcasts) for all Neutral Site Rounds in Montego Bay. The Host Team and Host Team's Conference shall have no rights and receive no fees or other payments in connection with any such broadcast, rebroadcast or distribution.

9. Signage Rights.

The Event, including, but not limited to, all Games played during the Event, are the sole property of the Jamaica Classic. Except as otherwise expressly set forth in this Agreement, Jamaica Classic has the sole right to all revenue arising from the Jamaica Classic, including, but not limited to, all sponsorship's, signage, promotions, and advertising relating to the Jamaica Classic. In this regard, it is understood that the Jamaica Classic shall have the right to display signage on the playing floor, scorer's table, basket support, and other areas immediately adjacent to the playing floor, and all other signage locations in the arena, including, but not limited to, all TV visible signage and all digital and video signage (except that the Host Team will not be required to remove or cover up permanent static signage in its home arena). The Host Team shall use its best efforts to cooperate with the Jamaica Classic and make space for signage and assist in the placement of signage for the Jamaica Classic and its sponsors and advertisers in the Host Team's arena for games played in that arena. The University agrees that Jamaica Classic shall have right to utilize the University's tradenames, trade dress, service marks, logos, symbols and other similar intellectual property (collectively, the "University Marks") in furtherance of any sponsorship, signage, promotions, marketing, publicity and advertising relating to the Jamaica Classic. The University further agrees to release, discharge, defend, hold harmless and indemnify Jamaica Classic and each of VWSE, SSM and any other coventurer in the Event and each of their respective owners, managers, directors, officers, employees, representatives and agents (collectively, the "Jamaica Classic Indemnified Parties") from and against any and all losses, damages, liabilities, obligations, suits, causes of action, proceedings, demands and claims (including, but not limited to, reasonable attorneys' fees and expenses and court costs) (collectively, "Claims"), arising out of such use of the Marks.

10. Travel and Hotel Arrangements.

a. Air transportation to and from the Neutral Site Rounds in Montego Bay is the sole responsibility, and at the sole cost and expense, of the University.

b. Ground transportation to and from Montego Bay airport, Games, practices and hotel in Jamaica for the Official Team Travel Party will be organized by Jamaica Classic, as set forth in the Jamaica Classic itinerary. Cost and expenses for ground transportation will be the sole responsibility of the University to be paid to the transportation provider to be designated by Jamaica Classic in advance in writing.

c. Jamaica Classic will provide University with hotel accommodations of up to ten (10) rooms for four (4) nights for the University and its Official Team Travel Party at the Neutral Site Rounds in Montego Bay. Any additional rooms required for the Official Team Travel Party will be purchased by the University from Jamaica Classic at the team group rate to be provided. The University agrees to abide by, comply with, and be subject to, any and all rules, regulations, and standards of conduct set by the hotel or other facilities or venues at which Games or other Event activities are held (collectively, "Event Venues"), and shall release, discharge, defend, hold harmless and indemnify the Jamaica Classic Indemnified Parties from and against any and all Claims arising out of University's or any of the Official Team Travel Party member's use or presence at any Event Venue.

d. University shall be responsible, at its cost and expense, for arranging, obtaining and complying with all passport, visa and other international travel rules, regulations and documentation for all members of the University Travel Party.

e. University shall be responsible, at its cost and expense, for arranging for all meal and setup expense beyond the all inclusive hotel package provided by Jamaica Classic.

11. Boosters.

University shall promote the Jamaica Classic Event Travel Providers as the sole provider for University boosters, alumni, students and other fans to accompany the University Team to the Event. University shall not work with or through any third party travel provider other than the Event Travel Provider in arranging for travel to, and participation in, the Event by the Team, the Team party and its guests.

12. Promotions.

a. The University agrees, at its sole cost and expense, to actively promote the Event during its regular season by:

i. including a one page insert (provided by Jamaica Classic and subject to University's approval, which shall not be unreasonably withheld or delayed) in all packages for University season ticket holders (insert must be provided by September 15th of each year);

ii. providing a logo link for the Event on the University's athletics website home page (from January to December during the year of the Event);

iii. including a minimum of two (2) promotional announcements at all University men's home basketball and football games from the beginning of the season until the Event during the year of the Event);

iv. sending an e-mail blast to all University season ticket subscribers based on a schedule mutually agreed upon between University and Jamaica Classic during the year of the Event;

v. providing an Event listing on all home arena collateral including, but not limited to, calendars, event listings and electronic listings; if applicable,

vi.. promoting the Event through all of the University's social media platforms throughout the year of the Event.

All promotions shall include the name of the Event, the title sponsor, the location, date and time of the Event and the University's opponents. The University shall also provide a hyperlink to the website for information on the Event.

b. The University agrees to respond to all reasonable requests for information from the Jamaica Classic in any way related to the Event, including, without limitation, team rosters, media guides and names of official members of the University's party. In connection with the Jamaica Classic's exclusive rights to market the Event, the University acknowledges and agrees that the Jamaica Classic shall have the exclusive right to market tour packages, which shall include tickets to the Event, to be offered to season ticket holders of the University. The University agrees to promptly mail to its basketball season ticket holders all material furnished by the Jamaica Classic relating to the Event, at the Jamaica Classic's sole cost and expense, so long as the Jamaica Classic has given its prior written consent to such expenses prior to its incurrence.

13. Indemnification.

The University acknowledges and agrees that all costs, expenses, losses, damages to person or property, penalties, personal injury, death, disability, assessments and liabilities whatsoever including, but not limited to, reasonable attorneys fees, costs and expenses, court costs, costs of investigations and experts (collectively the "Liabilities") of members of its basketball team, band, coaches, officials, directors, cheerleaders, drivers, mascots and other University employees, representatives or agents (collectively, the "University Representatives") shall be the sole responsibility of the University. University agrees to release, indemnify, defend and hold harmless the Jamaica Classic Indemnified Parties from any and all Claims which the Indemnified Parties may incur arising out of, from or in connection with (a) any negligence, error, intentional acts, or other cause arising out of or resulting from the participation or presence in the Event or at any Event activities or the use of any Event Venue (including, but not limited to, any hotel) by or of University, the University Team, any other members of the Official Team Travel Party or any of University's employees, agents, representatives, students, invitees, guests or contractors, and/or (b) arising out of the performance of this Agreement by University, including, but not limited to, a breach or default of any of University's obligations, agreements, representations or warranties in this Agreement.

14. Governing Law.

a. This Agreement and the relationship of the parties created hereby and all other agreements entered into by the Parties in connection with this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of law principles.

b. This Agreement and all of the obligations, rights and responsibilities of the University shall be subject to, and in compliance with, the Constitution, By-Laws, rules and regulations of the NCAA.

15. Entire Agreement.

This Agreement constitutes the full and final expression of intent by each party with respect to the subject matter of this Agreement, and supersedes all prior agreements or understandings with respect to the subject matter of this Agreement. This Agreement may not be modified, varied, altered or otherwise amended except by mutual agreement of the parties, in writing. All matters not authorized expressly by the written terms of this contract shall be reserved to the discretion of Jamaica Classic.

16. Authorization.

Each of the parties represents and warrants that the persons executing this Agreement on its behalf are duly authorized to execute a binding agreement, and that this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms.

17. Counterparts.

This Agreement may be executed in counterparts and by facsimile or electronic (including by email) signatures, each of which shall be deemed an original and all of which shall constitute but one agreement.

18. Execution.

This Agreement must be executed by University by November 1, 2018. In the event this Agreement is not executed by such date, then this offer is no longer valid and Jamaica Classic may accept another university in lieu of the University.

19. Miscellaneous.

a. All notices and other communications under this Agreement shall be in writing and shall be either (i) delivered by hand, (ii) delivered by reputable overnight courier service, (iii) sent registered or certified mail, postage prepaid, return receipt requested, or (iv) except for notices of default or termination and related matters, sent via email, to the addresses set forth on the signature page hereto (or to such other addresses as may be supplied by a party in accordance with this Section). Notice shall be deemed given when received or, if receipt is refused, upon such refusal.

b. This Agreement may not be assigned by University without the prior written consent of Jamaica Classic.

c. Sections 3.a., 3.c., 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of this Agreement, as well as the respective representations and warranties and indemnification obligations of the parties set forth herein, shall survive any termination of this Agreement.

d. It is expressly understood that the parties hereto are acting as independent contractors with respect to one another and this Agreement does not create any partnership, co-venturer, joint venturer, employer-employee, agency or any other affiliate relationship between the parties.

e. The headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

f. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted and caused this Agreement to be drafted.

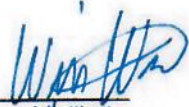
g. References to "including" in this Agreement shall mean "including, without limitation," whether or not so specified.

Signature Page Follows

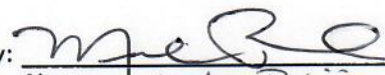
IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date set forth above.

LOUISIANA STATE UNIVERSITY

By: 
Name: MATTHEW LABORDE
Title: ASSISTANT AD
Date: 10/18/18


Will Wade
Head Coach

VAN WAGNER SPORTS & ENTERTAINMENT, LLC

By: 
Name: Mike Palisi
Title: Exec. V.P.
Date: 10/21/18