

**2020 GOLDEN WINDOW
LOUISIANA STATE UNIVERSITY
MEN'S BASKETBALL AGREEMENT**

WHEREAS, **RJE SPORTS LLC.**, ("HOST"), the organizer of the **GOLDEN WINDOW**, (the "TOURNAMENT"), has selected **LOUISIANA STATE UNIVERSITY** (the "PARTICIPANT") as one of the institutions in the TOURNAMENT, which is a Division I men's college basketball Multi-Team Event to be held from NOVEMBER 25th through NOVEMBER 30th, 2020 (at Pinnacle Bank Arena & Bob Devaney Sports Center - regular season counting tournament). The final name of the TOURNAMENT may be subject to change to accommodate the entitlement sponsorship or other naming preferences at the discretion of the HOST.

PARTICIPANT will play THREE games with mutually agreed upon opponents on mutually agreed upon dates within November 25th, 2020 through NOVEMBER 30th, 2020. The time of games shall be decided by the HOST. In deciding game times, the HOST will take into consideration input from the participant teams, the Arena, plus live television and/or streaming broadcast of the TOURNAMENT.

WHEREAS, the PARTICIPANT has been selected as one of the institutions in said TOURNAMENT subject to the terms and conditions set forth hereinafter,

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. ELIGIBILITY AND COMPLIANCE

(a) This agreement is subject to all rules of the NCAA and neither party hereto shall be obliged to perform its obligations if such performance would render that party in violation of existing enacted NCAA rules. The TOURNAMENT shall be qualified in compliance with NCAA Bylaws governing Multi-Team Events.

(b) Except as provided in Section 1(a), PARTICIPANT may cancel this Agreement only upon written notice to HOST 200 days prior to the event. The payment of a cancellation fee to HOST in the amount of (TWENTY-FIVE THOUSAND (\$25,000.00)) will be due 30 days upon notification by PARTICIPANT.

2. PLAYING RULES

The official NCAA Basketball Rules for the 2020-2021 year shall govern all TOURNAMENT play.

3. LIABILITY

PARTICIPANT, for itself and its players and employees and agents, releases and discharges HOST and its officers, directors, employees, servants and agents from all claims that they may have for personal injuries or property damage arising out of PARTICIPANT'S involvement in the TOURNAMENT.

PARTICIPANT assumes all risks of personal injuries to its players, employees, and agents and damages to their property caused by PARTICIPANT'S involvement in the TOURNAMENT except for injuries or damage caused by HOST'S gross negligence or willful misconduct.

4. TRAVEL AND HOTEL ARRANGEMENTS

(a) PARTICIPANT shall be responsible for all travel to, from and while at the event. HOST will provide up to FIFTEEN hotel rooms per night as well as access to a meeting room, and THREE meals per day for the duration of stay for the PARTICIPANT up to 25 persons (the "TRAVEL PARTY"). Due to the COVID-19 testing protocols, each PARTICIPANT must arrive TWO days prior to their first scheduled game.

5. TOURNAMENT PARTICIPATION FEE:

PARTICIPANT agrees to pay \$80,000.00 participation fee to HOST no later than ten (10) business days after execution of this agreement.

6. PROMOTIONS AND TELEVISION AND RADIO RIGHTS

HOST will have the right to show PARTICIPANTS as participating in the TOURNAMENT in its marketing and promotion of the TOURNAMENT. All radio and television rights to coverage, including but not limited to the production, and distribution of television or streaming and income derived therefrom are owned by HOST. All other rights, except as expressly provided in this Agreement, including, but not limited to, ticketing, sponsorship, signage, promotions, marketing, television, radio, print, internet, programs, and all other media and advertising are retained by HOST and NCAA Sponsor and HOST shall have the sole right to the negotiation, implementation, production and exploitation of these rights and to all revenues arising from such rights. HOST can assign these rights to another entity at its discretion. HOST will provide PARTICIPANTS access to internet and table space.

7. SIGNAGE RIGHTS

All TOURNAMENT games are the sole property of the HOST. HOST has the sole right to all revenues arising from TOURNAMENT-related ticketing, sponsorship, signage, promotion, and advertising relating to the TOURNAMENT. In this regard, it is understood that the HOST 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. It is agreed that no signage for the TOURNAMENT shall cover, compete with existing sponsors, or displace any existing signage in PARTICIPANT'S arena. The PARTICIPANT shall use its best efforts to cooperate with the HOST and its licensees in the placement of signage for the TOURNAMENT sponsors and advertisers.

PARTICIPANT will display TOURNAMENT games under the Event umbrella and include Event name and Event logo(s) on athletics website and printed materials(when applicable for both), and reference tournament games as part of the Event for all media and outreach purposes.

HOST reserves the right to use PARTICIPANT approved marks, logos, picture and other content. Use will be limited to typical Event marketing purposes.

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8. GAME OPERATIONS

Game operations shall be provided by the HOST. Game officials shall be provided by the HOST, and HOST may source professional collegiate basketball officials at its discretion. All costs associated with these roles are solely the responsibility of the HOST. Locker room facilities will be provided by the Arena. PARTICIPANT will need to provide its own adequate liability insurance coverage for all risks normally associated with participation in a college basketball game.

9. OPPONENT AND SITE SELECTION

The parties hereto agree that the HOST shall have the sole authority to determine the pairings of all TOURNAMENT participants for each game as well as the sites and dates for all TOURNAMENT contests.

10. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the laws of the State of New Jersey. This agreement constitutes the whole agreement between HOST and PARTICIPANT and may not be amended except by writing duly executed by both parties hereto.

11. COMPLIMENTARY TICKETS

PARTICIPANT shall receive 50 complimentary passes to each game of the Tournament. HOST and/or Arena shall work directly with each participating school regarding ticket allocation and seating location. This will be contingent upon NCAA, Big Ten Conference, CDC and Local Health Department protocols.

12. COVID-19 CONSIDERATIONS

HOST will provide a detailed operational plan with extreme cleansing and safety precautions and considerations in accordance with NCAA, Big Ten Conference, CDC and Local Health Department protocols at least TWENTY-FIVE days prior to the TOURNAMENT.

PARTICIPANTS entire travel party will receive a Covid-19 Antigen Rapid Test each day during the TOURNAMENT supplied by the HOST.

PARTICIPANTS cheerleaders, mascots and pep band are not prohibited to attend the TOURNAMENT.

In the result of a Positive Covid-19 Test Result(each individual would have to test positive via both forms of testing to be ensured Positive), participating schools will be responsible for all additional costs regarding quarantining the individual(s) that are required to be isolated from their group for the duration required by CDC and Local Health guidelines. Additional Hotel costs are roughly \$100 per room night.

13. FORCE MAJEURE

HOST shall not be liable for any failure or delay in performing its obligations hereunder if such failure or delay is the result of circumstances beyond its control including, but not limited to embargo, strike, labor dispute, or the intervention of any governmental authority, as well as war, flooding, tornado, fire,

earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or any other similar cause beyond the reasonable control of both parties.

AGREED TO BY:

RJE SPORTS LLC

BY: 

ITS: Owner, Event Operator

DATE: 11/5/2020

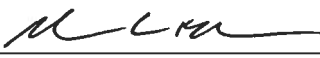
RJE Sports LLC

39 2nd Street

Rumson, NJ 07760

AGREED TO BY:

LOUISIANA STATE UNIVERSITY

BY: 

ITS: ASSOCIATE AD

DATE: 11/5/20

ADDENDUM No. 1

The parties agree to abide by the terms and protocol as set forth in this Addendum No. 1 ("Addendum").

1. COVID-19 PROTOCOL

HOST and PARTICIPANT agree to abide by the following COVID-19 Protocol:

- (a) Pre-Departure Testing. Each party agrees to comply with the most updated NCAA recommendations for COVID-19 testing, which, as of the date of execution, requires testing three times weekly of all players, coaches, trainers and other individuals who will have direct access to the team on a frequent and extended basis ("Tier 1 Individuals"). PARTICIPANT shall require Tier 1 Individuals and any other team personnel traveling to the TOURNAMENT to test at least once within 72 hours of PARTICIPANT's departure for the TOURNAMENT, with results received prior to PARTICIPANT's departure for the TOURNAMENT.
- (b) COVID-19 Symptoms or Positive Test Results Prior to TOURNAMENT. No individual with any COVID-19 related symptoms or who tests positive for COVID-19 within ten (10) days prior to the TOURNAMENT will be allowed to travel to the TOURNAMENT, participate in the TOURNAMENT, or attend the TOURNAMENT. Each Party shall follow applicable public health official requirements and guidelines for contact tracing and quarantining of Tier 1 Individuals and additional team personnel related to any positive COVID-19 tests.
- (c) Pre-Tournament On Site Testing. PARTICIPANT must arrive in the TOURNAMENT's host community at least 72 hours prior to the first game's scheduled tip. Any and all Tier 1 Individuals and additional team personnel who traveled with the team for the TOURNAMENT or who will attend the TOURNAMENT must submit to PCR testing upon arrival the 2 days before the TOURNAMENT
- (d) Game Day Testing. Any and all Tier 1 Individuals and additional team personnel who traveled with the team for the TOURNAMENT or who will attend the TOURNAMENT must submit to a second point-of-care antigen test between 4-6 hours prior to the Game's scheduled tip.
- (e) Testing Administration and Expenses. All tests required in the TOURNAMENT's locale, will be supplied by HOST and administered and evaluated by a third-party administrator under contract with the HOST. All expenses related to the on-site testing program will be funded by either HOST.
- (e) Post Tournament Notification. Either team shall immediately notify the other team if any Tier 1 Individual develops COVID-19 or tests positive for COVID-19 within 72 hours following the conclusion of the Participants final Game.

2. GAME CANCELLATION

- (a) Positive, On Site COVID-19 Test. If any member of the PARTICIPANT's party tests positive for

COVID-19 in any of the antigen tests administered in the Game's locale, and then that result is confirmed by a subsequent PCR test, then the Game will be cancelled.

(b) Failure to follow COVID-19 Protocol. If either party fails to follow the terms of Paragraph 1(a)-(d) of this Addendum, the other party shall have the right to cancel the Game upon written notice and without penalty to the non-breaching party. If the Game is not played due to a party's failure to follow the terms of Paragraph 1(a)-(d), the non-breaching party shall be entitled to an amount to be paid by the breaching party as set forth in Paragraph 5 of the Agreement.

(c) Reschedule. If the Game is cancelled for any reason, the Game will not be rescheduled unless both parties agree in writing within thirty (30) days of cancellation.