

**2026 WOMEN'S FORT MYERS TIP-OFF
EVENT AGREEMENT
LOUISIANA STATE UNIVERSITY**

This 2026 Women's Fort Myers Tip-Off Event Agreement (this "**Agreement**") is made this 26th day of March, 2026, by and between Intersport, LLC. ("**Intersport**"), and Louisiana State University ("**Institution**") in connection with Institution's invitation to, and participation in, the 2026 Elevance Women's Fort Myers Tip-Off Event scheduled to be held from approximately November 27, 2026, through November 28, 2026 (the "**Event**"). Intersport reserves the right to change the name of the event at any time.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Intersport and Institution, intending to be legally bound to the following mutually agreed upon terms, hereby agrees as follows:

1. **Rules and Regulations.** This Agreement is subject to all valid rules and regulations of the National Collegiate Athletic Association (the "**NCAA**"), including all parameters within Bylaw 17.4.5.1.1 regarding Multi-Team Events, and no party hereto shall be obligated to perform its obligations hereunder if such performance would render that party in violation of then existing and legally valid NCAA rules or regulations. Should the NCAA implement rules change(s) which affect(s) performance under this Agreement, the parties agree to hold good faith discussions on modification of this Agreement to comply with the NCAA rules change. Parties agree that NCAA rule changes will not constitute grounds for termination of this Agreement unless there is no practical way to revise this Agreement to comply with such updated NCAA rules.
2. **Eligibility and Compliance.** By accepting the invitation to participate in the Event and executing this Agreement, Institution represents and warrants that Institution and all women's basketball players representing Institution are eligible for intercollegiate athletic competition at the time of the Event under the existing rules and regulations of Institution, the NCAA, and the conference of which Institution is a member. In the event that Institution or any of its players is declared ineligible to participate in sanctioned collegiate basketball activities (including probation of Institution's women's basketball program) after the execution of this Agreement, and Intersport determines that such events would affect any contractual obligations to television or other agreements, Intersport reserves the right to unilaterally withdraw its invitation to Institution and to terminate this Agreement without any liability whatsoever.
3. **Playing Rules for the Event.** Event play shall be governed by the NCAA Women's Basketball Rules of the Game then in effect.
4. **Format of the Event.** Institution shall play two (2) total games in the Event. The two (2) games of the Event played by Institution shall be scheduled to take place at Suncoast Credit Union Arena in Fort Myers, Florida (the "**Arena**"). The matchups for the Institution's first game shall be determined by Intersport with agreement of LSU Women's Basketball, not to be unreasonably withheld. The matchups for the Institution's second game shall be determined by Intersport with agreement of LSU Women's Basketball, not to be unreasonably withheld. In order to protect the integrity of the field and the Event in the changing world of college athletics, Intersport shall have authority to determine or change, in its sole

discretion at any time, the format of the Event, the pairings of Event participants for each round, dates, and the sites for all Event contests. Intersport shall provide Institution with notice of any changes at least 45 days in advance (email is acceptable).

5. Travel Accommodations. Institution acknowledges that Intersport has secured various partnerships in the local Event area to provide housing, transportation, and other relevant event services essential to staging the Event. In connection with the Event, Intersport shall provide Institution access to the following event service partnerships, which Institution is required to use as a condition of their participation in the Event:

- **Hotel:** Intersport will secure room blocks for Institution's travel party, including players, coaches, and staff, at either the Marriott Sanibel Harbour Resort & Spa, the Westin Cape Coral in Fort Myers, Florida, or a comparable hotel for the Event (the "**Host Hotel**"). Room rates for Institution at the Host Hotel shall be no greater than Three Hundred Sixty-Nine US Dollars (\$369.00) per night inclusive of all applicable resort fees, taxes, fees or other charges traditionally included in the rate. Institution shall cooperate with Intersport to provide details for hotel guests in a timely fashion upon request from Intersport. All room nights and other Host Hotel charges related to the rooms and services (e.g. team meals or meeting rooms) booked by Intersport for Institution shall be at the Institution's cost and will be billed back to the Institution following the completion of the Event.
- **Hotel Meeting Space/Food & Beverage Requirement:** If requested by the Institution, Intersport will work with the Host Hotel to assign Institution an available meeting space provided that Institution meets or exceeds an agreed upon F&B Minimum with the Host Hotel's restaurant or catering, which - will not exceed Five Thousand US Dollars (**\$5,000**). All food and beverages served and consumed by the Institution in meeting space as associated with the Event must be provided, prepared, and served by the Host Hotel or its restaurant/catering or provided by Intersport. The Institution is not permitted to bring in outside food and beverage to the Host Hotel meeting spaces. Terms regarding the meeting space and any F&B Minimum will be confirmed between Intersport, the Host Hotel and Institution.
- **Local Ground Transportation:** Intersport shall assign an Event ground transportation provider from among the Event's pool of official ground transportation providers, for Institution's ground transportation needs for the entirety of the Event. Intersport will provide Institution with notice of rates for the ground transportation, and the total cost of the ground transportation will be billed to the Institution following the completion of the Event. Institution will be responsible for providing Intersport with a complete schedule for transfers for Institution's players, coaches, and staff as necessary in or around Fort Myers, Florida, including transportation to/from the airport by deadlines provided by Intersport and promptly in the case of any changes. Institution acknowledges that late changes to ground transportation schedules may result in increases to fees.

Intersport shall not be responsible for any other expenses of Institution in connection with Institution's participation in each Event including, but not limited to, food/meals, personal room expenses or charges, car rentals, baggage fees, per diem, and any other foreseeable or non-foreseeable expense. Institution acknowledges that utilizing non-official service providers contemplated in this Section 5 would constitute a breach of the Agreement subject to the provisions herein. Notwithstanding the foregoing, if Institution

terminates due to Force Majeure prior to the start of an Event, Intersport will use reasonable efforts to mitigate costs and will consult with Institution on non-cancellable costs.

6. Payment Terms. Intersport agrees to pay NIL Max Properties, LLC (“NMP”) or another mutually agreed upon third party entity up to a maximum of One Hundred Thousand (\$100,000) US Dollars on or before January 28, 2027 for marketing or promotional initiatives with student-athletes (“Marketing & Promotional Fee”). The \$100,000 will only be reduced by the number of travel packages (referenced in #12) that are not sold. The minimum guarantee is \$58,000. NMP or another mutually agreed upon third party entity shall ensure Institution is aware of all marketing and promotional initiatives that involve a student-athlete so Institution can confirm that any marketing and promotional initiatives are in compliance with all NCAA, SEC, College Sports Commission or other relevant governing or enforcement body rules, regulations, policies, procedures or guidelines. For the avoidance of doubt, if NMP or another mutually agreed upon third party entity enters into marketing or promotional agreements with a student-athlete, the agreement shall be directly with the student-athlete with contract approval through submission to NILGO. If Intersport cannot pay NMP or another mutually agreed upon third party entity due to regulatory changes or amended guidance by the College Sports Commission or other relevant governing or enforcement body, then all agreed upon money not spent shall be paid to Institution by a mutually agreed upon date.

7. Promotional Rights. Intersport and sponsors and media distribution partners of the Event will have the right to publicize Institution as participating in the Event in its marketing and promotions of the Event.

8. Television, Radio, and Media Rights. All television, radio, and media rights to the broadcast or telecast of all games in the Event that take place at the Arena are the exclusive property of Intersport and its media partners for the Event. These rights include, but are not limited to, all forms of radio broadcasting, commercial and non-commercial television, and all forms of cable telecasts, live or on tape including rights to re-telecast in whole or in part and all other broadcast media, including that on the internet and on other new media. Institution may not negotiate for the sale or use of said rights with any other party without the express written consent of Intersport. Intersport shall work with Institution and Arena to provide access for Institution’s radio broadcast team for make radio broadcasts of Institution’s games in the Event. Institution is responsible for any setup costs associated with home radio broadcasts.

9. Institution Name, Marks, and Logos. Institution will review and approve the use of Institutional IP and not unduly withhold approval to Intersport and its agents, licensees, and any other party acting under its control or on its behalf in connection with the Event the non-exclusive right to copy, publish, and otherwise use Institution’s name, marks, uniforms, mascot (if applicable) and logos collectively the (“**Institution IP**”) for purposes of advertising and promoting the Event through any media and in any territories in the sole discretion of Intersport and its agents, licensees, and any other party acting under its control or on its behalf in connection with the Event. Institution further agrees to work with Intersport to secure necessary rights to the name, voice, image and likeness of the Institution’s staff and coaches participating in the Event as well as the Institution IP for the following uses:

- Pre-promotion and marketing of the Event in all media (now known or hereafter created), including, but not limited to television and similar linear distribution, on-demand services, digital distribution, radio and print (collectively the “**Distribution Channels**”).
- Event materials (i.e. tickets, media guides, advertisements and signage); and

- Distribution of the Event (in whole or in part) in any media (now known or hereafter created), including but not limited to television and similar linear distribution, on-demand services, digital distribution, radio and print and the production and distribution of any content captured related to the Event distributed via the Distribution Channels during or after the Event including, but not limited to, rebroadcasts of the Event (in whole or in part) in any media, references to the teams participating in past versions of the Event, and the use of highlights or clips from the Event for promotion of future years of the Event.

Institution further agrees that Intersport may use Institution's logo (as provided by Institution) to create a composite logo for the Event, which includes the logos of all participating teams as part of the design (the "**Composite Event Logo**"). Institution shall authorize Intersport and its representatives to use the pre-approved Composite Event Logo for all purposes contemplated under this Agreement including production and sale of Event merchandise. Event Merchandise requires pre-approval and is subject to standard CLC licensing fees.

10. Cancellation by Institution. If Institution cancels this agreement after execution, Institution shall pay a cancellation fee to Intersport in the amount of Two Hundred Fifty Thousand US Dollars (\$250,000.00) (the "**Cancellation Fee**") and this Agreement shall be cancelled upon receipt thereof by Intersport. The Cancellation Fee shall be paid by Institution to Intersport no later than thirty (30) days after Institution notifies Intersport of its intent to cancel.

11. Force Majeure. Should the Event not take place due to reasons outside of the parties' reasonable control including, but not limited to, acts of God, inclement weather, accident, acts of war or terror affecting the Event, strike or other work stoppage, epidemic or pandemic, government order, or civil disturbances ("**Force Majeure**"), each party agrees to reschedule Institution's participation in the Event to a subsequent (first-available based on Institution's then-current commitments) iteration of the Event.

12. Tickets and Travel Packages. In connection with hosting games in the Event at the Arena, it is agreed that Intersport will be entitled to sell all tickets for the Event and retain all revenues from such ticket sales. Intersport shall allocate to Institution at no cost 100 tickets for the first game and 100 tickets for the second game in which Institution plays in the Event.

Additionally, Intersport will work directly with Institution in offering official Event Travel Packages to Institution's booster groups, fans, and donors. An Event Travel Package includes one (1) hotel room reservation at an Official Host Hotel designated by Intersport for at least three (3) nights, a game ticket for each person included in the package in Institution's standard seating section at Arena for each of the two (2) games in which Institution participates (number of people in each unique package will be selected by purchaser), and one (1) standard parking pass at the Arena for each day of competition. (Final composition of Event Travel Package to be determined by Intersport after consultation with Institution) The average travel package, including all items listed above and built for two people, has an all-in cost not to exceed \$1,400 per package.

If by October 15, 2026 at least thirty (30) Event Travel Packages cannot be credited to Institution's fan base, Institution will be financially responsible for the deficiency of Event Travel Packages and the monetary value of the remaining difference will be considered under Specific Marketing and Promotional

Initiatives outlined in Section 6.

13. Event Promotion and Publicity. Institution acknowledges that marketing and promotion of the Event to encourage ticket sales is critical to success of the Event for both Institution and Intersport. Institution agrees to help promote awareness of the Event by promoting Institution's participation in the Event through a variety of Institution's owned and operated channels.. Institution agrees to work with Intersport to identify potential promotional opportunities for the Event.

14. Signage. All games in the Event are the sole property of Intersport and only Intersport or its representative may contract for the sale of sponsorships including, but not limited to, signage display rights at such games that are compliant with NCAA rules.

15. Costs and Revenues. No revenues generated by the Event shall be shared in any way between Institution and Intersport. Except as set forth in Section 6, Intersport will not provide to Institution any reimbursement or financial incentive of any kind.

16. Limited Liability. Except with respect to indemnification obligations set forth below, in no event shall Intersport be responsible to Institution for indirect, incidental, special, or consequential damages including, but not limited to, lost profits. Institution assumes any and all risks of personal injuries to its players, coaches, staff, and agents and damages to any property of the foregoing arising in any way from Institution's involvement in the Event, except to the extent resulting from the negligence or willful misconduct of Intersport or the negligence or willful misconduct of those acting within Intersport's control.

17. Indemnification of Intersport. Institution shall indemnify, defend, and hold harmless Intersport and its owners, directors, officers, employees, and agents from any and all third party suits, claims, demands, damages, liabilities, costs, expenses and attorneys' fees arising out of its actions or omissions in breach of this Agreement, provided that Intersport shall notify Institution within a reasonable time of any such claim or litigation to which this indemnity shall apply.

18. Indemnification of Institution. Intersport shall indemnify, defend, and hold harmless Institution and its directors, officers, employees, and agents from any and all third party suits, claims, demands, damages, liabilities, costs, expenses and attorneys' fees arising out of its actions or omissions in breach of this Agreement, provided that Institution shall notify Intersport within a reasonable time of any such claim or litigation to which this indemnity shall apply.

19. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and represents the entire understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous oral and written agreements, negotiations, representations, understandings, and correspondence. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by each of Institution and Intersport. If any provision of this Agreement is found to be invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

20. Waiver. The failure by a party to enforce any provision of this Agreement or to exercise any of its rights or remedies shall not constitute a waiver of such party's other rights or obligations.

21. Authority. By its signature below, each of the undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the others that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

22. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. For purposes hereof, a facsimile copy of this Agreement or signature transmitted by e-mail or other comparable electronic means, including the signature pages hereto, shall be deemed to be an original.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LOUISIANA STATE UNIVERSITY

By: 
(signature)

Name: Miriam Segar

Title: Sr. Associate AD

Address: LSU Athletics, North Stadium Drive

INTERSPORT, LLC.

By: 
(signature)

Name: Mark Starsiak

Title: **Senior Vice President, Sports Properties**

Address: 303 E. Wacker Dr., Suite 2200,
Chicago, IL 60601


Kim Mulkey (Apr 23, 2026 15:00:53 CDT)

