



1222 North 185th St.
Suite 100
Shoreline WA 98133

ATHLETIC AGREEMENT

This agreement made and entered into on Friday, February 23, 2018, by and between the authorities of Basketball Travelers, Inc. of 1222 North 185th St., Suite 100, Shoreline WA 98133 (hereafter BTI) and the Louisiana State University (hereafter LSU) stipulates:

Section One -- Description

Contract is for the Junkanoo Jam at Resorts World Bimini Non-certified, 2-game tournament (hereafter TOURNAMENT).

The pairings in the TOURNAMENT will not be determined until the summer of 2019. Pairings will largely be determined by RPI, but maybe adjusted for regional or broadcasting concerns. The dates for the event are **November 27-December 1, 2019**. The tentative game dates are **November 28, 29, or 30, 2019**.

Games are to be conducted under NCAA rules with 3 NCAA officials for each game.

Section Two -- BTI Responsibility

BTI will provide the following for LSU Women's FINAL TRAVEL PARTY:

1. Ground transportation to and from Bimini airport, games, practices, and hotel.
2. Resort World Hilton- Bimini or similar hotel property, double occupancy.
3. Thanksgiving Reception.
4. Gift to all participants.
5. Suite for head coach.
6. Tickets for the team party to all games.
7. A practice time for each full day at the tournament.
8. All tournament and game fees and costs.
9. Beach Party including jet ski, banana boats, water trampoline, and more.
10. Personal golf cart for staff of each team
11. Full coverage of tournament via HD live stream

Section Three -- LSU Responsibility

LSU is responsible for:

1. Pay **\$1,575.00** per person (double occupancy), **\$2,395.00** per person for single occupancy for 4 nights of hotel. Minimum of 25 persons in the Final Traveling Party. Airfare is not included.
2. Providing or obtaining all necessary visas, passports, and/or identification. The Bahamas is an independent country, and proof of citizenship is required for everyone by passports and visas. Please get visas early for all non-US citizens.
3. All incidentals including, but not limited to, phone calls, laundry, shopping, parking, tolls, and additional sightseeing.
4. Meals that are not included.
5. Baggage charges airlines.

6. Any extras that LSU requests. This could include, but is not limited to, single occupancy hotel rooms, extra tour days, and additional or specifically requested sightseeing.

Section Four -- Additional Terms

BTI, Tournament Sponsors, and NCAA Sponsor will have the sole responsibility to organize tournament pairings and setting game times. BTI does not guarantee the participation of any other team.

All radio and television rights and income derived therefrom are owned by BTI. 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 BTI and NCAA Sponsor and BTI shall have the sole right to the negotiation, implementation, production and exploitation of these rights and to all revenues arising from such rights. BTI can assign these rights to another entity at its discretion.

Solely in connection with the TOURNAMENT (including the promotion thereof), LSU grants BTI the unrestricted right and license to use LSU's name, nicknames, mascot name and image, logo, graphics, and all recognizable trademarks or references to LSU.

LSU will obtain insurance that will cover all participants and staff during the TOURNAMENT:

1. Medical Insurance, basic and catastrophic injury coverage.
2. Comprehensive general liability for bodily injury and property damage.

Neither party to this agreement shall be responsible for personal injury or other loss except that resulting from its own negligence and/or willful misconduct or the negligence and/or the willful misconduct of those acting within its control, and each shall hold the other harmless from any and all liability to their persons for such negligence and/or willful misconduct of such persons.

Section Five -- Boosters

LSU shall promote BTI as the sole provider for LSU boosters to accompany the team to the TOURNAMENT.

- BTI will provide produce a promotional flyer
- LSU will distribute flyer and other relevant information at a booster club meeting and in mailings to season ticket holder and include a letter from the Head Coach inviting fans and alumni to join LSU at the TOURNAMENT.
- LSU will email event information to the booster club, parents and alumni.
- LSU will put an advertisement (banner ad, splash page, or similar) with hyperlink to the Tournament website by January 1, 2019.
- The TOURNAMENT will be promoted at one home game which could include distribution of a flier, PA announcements, program ad or flyer insert into program.

Section Six -- NCAA Guidelines

LSU and BTI agree to adhere to NCAA guidelines necessary in participating in a TOURNAMENT.

Section Seven -- Due Dates

- | | |
|----------------------|---|
| March 1, 2018 | - Return signed contract |
| April 1, 2018 | - Pay \$10,000.00 non-refundable deposit |
| April 1, 2019 | - Estimate of LSU travel party number (hereafter
TENTATIVE TRAVEL PARTY) |
| July 1, 2019 | - TENTATIVE TRAVEL PARTY name list |
| | - Pay total amount still due for TENTATIVE TRAVEL PARTY |

October 15, 2019 - All team information submitted for tournament program
 - FINAL TRAVEL PARTY names and pay any balance due

Payments must be by check, wire, or ACH bank transfer. Credit cards are not acceptable as a form of payment.

Section Eight -- Penalties

After **March 1, 2018**, there is a **\$40,000.00** per game cancellation penalty if LSU should choose to cancel its participation in the TOURNAMENT. The parties agree that exact harm is difficult to estimate, but that the amount stated herein is reasonable. The amount must be received within seven days of cancellation or LSU's right to cancellation has been abrogated permanently.

If after the TENTATIVE TRAVEL PARTY (or if greater, the FINAL TRAVEL PARTY) has been established (hereafter TRAVEL PARTY), the following is the cancellation penalty:

May 1 – August 31, 2019		
\$80.00 per person		If less than 20% of TRAVEL PARTY cancels
\$787.50 per person		If 20% - 50% of TRAVEL PARTY cancels
\$1,575.00 per person		50% or more cancels
September 1 – October 14, 2019		
\$787.50 per person		If less than 20% of TRAVEL PARTY cancels
\$1,102.50 per person		If 20% - 30% of TRAVEL PARTY cancels
\$1,575.00 per person		30% or more cancels
After October 15, 2019		
\$1,575.00 per person		For any cancellation

If TOURNAMENT has a television contract, LSU has no option to pay the penalty and escape the contract without the express consent in writing of BTI and all other parties to the television contract. No cancellation will be allowed within 180 days of the initial tournament game date.

If the entire invoice is not paid within 30 days after completion of the TOURNAMENT, LSU will be charged 1% (one percent) per month of the outstanding balance.

Section Nine -- Arbitration

LSU and BTI agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration to be held in the city of Seattle and the state of Washington in accordance with the Rule of the American Arbitration Association; a judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Section Ten -- Conflict of Laws

Any part of this Agreement that is contrary to any federal, state, or local law shall not be applicable and shall not invalidate any other part of this Agreement. In the event of disputes or legal interpretation of the terms of this Agreement, the laws of the State of Washington shall govern and be binding upon the parties hereto.

Section Eleven -- Entire Agreement

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

Section Twelve -- Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation).

Please sign and return the enclosed copy, which will serve as a working contract. This must be signed and returned by **March 1, 2018**. After this date, the above terms may no longer apply. BTI, however, does retain the right to accept any other team prior to receipt of your signed and dated contract.

University: Louisiana State University

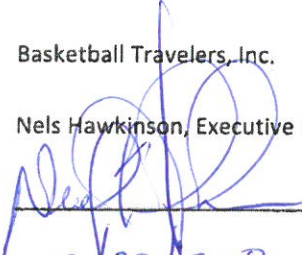
Assoc. Athletic Director: Neal Lamonica

Signature: 

Date: 2.28.18

Organization: Basketball Travelers, Inc.

Name: Nels Hawkinson, Executive Director

Signature: 

Date: 2/28/2018