



1222 North 185th St.
Suite 100
Shoreline WA 98133
Phone: 425-776-2775
info@basketballtravelers.com

ATHLETIC AGREEMENT for TOURNAMENT

This agreement made and entered into on Monday, February 10, 2020, by and between the authorities of Basketball Travelers, Inc. of 1222 North 185th St., Suite 100, Shoreline WA 98133 (hereafter BTI) and Louisiana State University (hereafter LSU) stipulates:

Section One -- Description

Contract is for the Duel in the Desert hosted by UNLV. This is a 2-for-2 counting tournament with two four-team divisions (hereafter TOURNAMENT).

The pairings in the TOURNAMENT will not be determined until the spring of 2020. Pairings will largely be determined by NET or RPI, but maybe adjusted for regional or broadcasting concerns. Confirmed teams in the TOURNAMENT year-to-date are UNLV, Missouri St. and Arizona. The dates for the event are **December 17-21, 2020**. The tentative game dates are **December 19, 20 or 21, 2020**.

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 Las Vegas airport, games, practices, and hotel.
2. New York, New York Hotel & Casino, double occupancy.
3. Full coverage of the tournament via HD live stream.
4. Gift to all participants. Approximate value of \$20 each.
5. Suite upgrade for head coach.
6. A minimum of 21 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. Complimentary Roller Coaster passes for each person in travel party.
10. Complimentary team meeting space.

Section Three -- LSU Responsibility

LSU is responsible for:

1. Pay **\$995.00** per person (double occupancy), **\$1,395.00** per person for single occupancy for 4 nights of hotel and inclusions listed above. Minimum of 25 fully paid people in the Final Traveling Party. All people staying in the hotel rooms or riding the bus **MUST** be on rooming list and be paid for. Airfare is not included.
2. Identification needed: normal ID for flying inside the USA.
3. All incidentals including, but not limited to, phone calls, laundry, shopping, parking, tolls, and additional sightseeing.
4. All Meals.
5. Airline baggage fees.
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.

LSU will have complimentary use of radio access for all tournament games.

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 right and license, with LSU approval, 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 -- NCAA Guidelines

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

Section Six -- Due Dates

February 24, 2020	- Return signed contract
March 24, 2020	- Pay \$10,000.00 non-refundable deposit
April 1, 2020	- Estimate of LSU travel party number (hereafter TENTATIVE TRAVEL PARTY)
July 1, 2020	- TENTATIVE TRAVEL PARTY name list
	- Pay remaining amount due for TENTATIVE TRAVEL PARTY
October 15, 2020	- 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 an acceptable form of payment.

Section Seven -- Penalties

After February 24, 2020, 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, 2020

\$80.00 per person	If less than 20% of TRAVEL PARTY cancels
\$497.50 per person	If 20% - 50% of TRAVEL PARTY cancels
\$995.00 per person	50% or more cancels

September 1 – October 14, 2020

\$497.50 per person	If less than 20% of TRAVEL PARTY cancels
\$696.50 per person	If 20% - 30% of TRAVEL PARTY cancels
\$995.00 per person	30% or more cancels

After October 15, 2020

\$995.00 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 Eight -- 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 Nine -- 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 Ten -- 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 Eleven -- 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 **February 24, 2020**. 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

Sr Assoc Athletic Director:

Miriana Segar

Signature:

[Signature]

Date:

2/18/2020

Organization:

Basketball Travelers, Inc.

Name:

Jason Sarkies, Tournament Director

Signature:

[Signature]

Date:

2/2/2020