



ATHLETIC AGREEMENT for TOURNAMENT PARTICIPATION

This Agreement (hereafter "Agreement"), made and entered into on Sunday, November 14, 2021, by and between the authorities of Global Sports & Events, LLC of 18524 Fremont Ave N., Shoreline, WA 98133 (hereafter "GSE") and Louisiana State University, (hereafter "LSU") stipulates:

Section One -- Description

This Agreement is for the Goombay Splash, a Non-Certified, 2-game tournament (hereafter "TOURNAMENT"). The TOURNAMENT is to be hosted in Bimini, Bahamas with games being played at Gateway Christian Academy. The TOURNAMENT dates are November 23-27, 2022 with tentative game dates between November 24-26, 2022.

Furthermore, without attaching legal intent, the parties recognize that in this age of COVID-19 and the corresponding international pandemic, there is shared risk by all parties involved in creating this TOURNAMENT. The agreement is entered into with the best of intentions, the recognition of both parties to cooperatively acknowledge one another's interests, realizing that some impacts and outcomes may be beyond the respective parties ability to control.

Section Two -- GSE Responsibility

GSE will provide the following for LSU travel party (hereafter "FINAL TRAVEL PARTY"):

1. Four (4) nights hotel accommodation at the Hilton at Resorts World Bimini, double occupancy.
2. Practice time for each full day at the TOURNAMENT.
3. Suite upgrade for the head coach at the Hilton at Resorts World Bimini.
4. Ground transportation upon arrival to Bimini, Bahamas.
5. All TOURNAMENT game fees and costs.
6. TOURNAMENT gift to all participants in FINAL TRAVEL PARTY.
7. Team Beach Party including jet ski, banana boat, paddle boards, and more.
8. One golf cart for staff use.
9. Full coverage of TOURNAMENT games via HD live stream.

Section Three -- LSU Responsibility

LSU is responsible for:

1. Paying \$1675.00 per person (double occupancy), or \$2475.00 per person (single occupancy), for four (4) night hotel accommodations and inclusions listed in Section Two above. Minimum of 25 persons in the FINAL TRAVEL PARTY.
2. All meals.
3. Airfare and airline baggage fees.
4. Providing or obtaining all necessary visas, passports, and/or identification. The Bahamas is an independent country, and proof of citizenship is required for all participants by passports and visas. **Please obtain visas early for all non-US citizens.**
5. The fee for a spouse, partner or family member staying in the same room as a coach (must select single occupancy price of \$2475.00), is an additional \$50.00 per person, per night. The fee for a child under the age of 8 years is \$25.00 per child, per night. Due to COVID-19 protocols, family members will also be responsible for fees related to any necessary COVID-19 testing and will be required to abide by all COVID-19 protocols.

6. All incidentals including, but not limited to, room service, phone calls, laundry, shopping, parking, tolls, and sightseeing.
7. Any extras that LSU requests. This could include, but is not limited to, extra nights at hotel (\$425.00 per room), single occupancy hotel rooms or other items.

Section Four -- Additional Terms

GSE, TOURNAMENT Sponsors, and NCAA Sponsor will organize TOURNAMENT pairings and set game times. Pairings will largely be determined by NET, but may be adjusted for regional or broadcasting concerns. GSE does not guarantee the participation of any other team.

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

Solely in connection with the TOURNAMENT (including the promotion thereof), LSU grants GSE 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 FINAL TRAVEL PARTY including 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 -- COVID-19 Guidelines

Given that requirements and protocols surrounding COVID-19 are frequently changing, an addendum to this Agreement outlining COVID-19 protocols will be provided 60 days prior to the Tournament. This will include any additional measures and expense (rooms / tests) to be incurred by LSU as recommended by the NCAA, University, Tournament, CDC or by state, regional, or local authorities.

Section Six -- NCAA Guidelines

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

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

Section Seven -- Due Dates

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|-------------------|--|
| November 16, 2021 | - Return signed Agreement |
| December 4, 2021 | - Pay \$15,000 non-refundable deposit |
| July 1, 2022 | - Submit estimate of LSU travel party (hereafter "TENTATIVE TRAVEL PARTY") including name and role/title |
| | - Pay amount for TENTATIVE TRAVEL PARTY |
| September 1, 2022 | - Submit all team information for TOURNAMENT program |
| | - Submit FINAL TRAVEL PARTY with name, role/title and rooming list and pay remaining balance |

Payments must be by check, wire, ACH bank transfer or electronic transfer via GSE initiated Quick Books invoice. Credit cards are not an acceptable form of payment.

Section Eight - Penalties

Both parties recognize that the COVID-19 pandemic has created a unique situation for participation in multi-team and round robin tournaments in 2021. The parties recognize there is mutual shared risk and all reasonable efforts will be made to ensure the TOURNAMENT operates as intended.

After a fully executed Agreement is finalized, there is a **\$30,000.00** per game cancellation 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 payment for liquidated damages. The amount must be received within seven days of cancellation or LSU's right to cancellation has been abrogated permanently.

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.

If the TOURNAMENT is cancelled as per the Force Majeure outline in Section Nine, LSU will be eligible for a refund of payments made less any documented non-refundable expenses by GSE (ex. non-refundable hotel costs) plus 10%.

Section Nine – Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, and natural catastrophes; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus/COVID-19 pandemic in the last forty-five (45) days before the tournament unless more than 50% of the Tournament teams are affected, or the Tournament must be cancelled due to direction by federal, state, or local authorities, or if LSU is unable to travel due to direction by federal, state, or local authorities.

GSE will only cancel for Force Majeure reasons, but will first attempt to relocate the TOURNAMENT. Otherwise in this case, without relocation, LSU will receive a refund less any non-refundable and documentable costs. If GSE cancels for a reason exclusive of the Force Majeure, LSU will receive a full refund less any non-recoverable and documentable costs and no application of the 10%.

Termination of the Agreement in accordance with this Force Majeure section will be without liability. For purposes of this Agreement, "without liability" means that, apart from the exception as set forth in the previous paragraph, no money damages (including any liquidated damages identified in this Agreement) will be due by the terminating party to the other party as a result of the termination.

Section Ten -- Arbitration

This Agreement shall be governed and interpreted in accordance with the law of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Section Eleven -- 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 Louisiana shall govern and be binding upon the parties hereto.

Section Twelve -- Entire Agreement

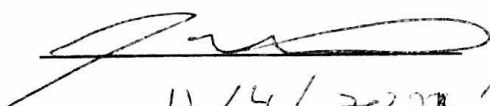
This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This Agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

Section Thirteen -- 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 Agreement. GSE does retain the right to accept any other team prior to receipt of your signed and dated Agreement.

University: Louisiana State University
Deputy Athletic Director: Lori Williams
Signature: 
Date: 11/22/21

Organization: Global Sports & Events, LLC
Name: Tyson Sarkis (partner)
Signature: 
Date: 12/4/2021 TS