



ATHLETIC AGREEMENT FOR TOURNAMENT

This Agreement made and entered into on Monday, February 4, 2025, by and between the authorities of Basketball Travelers, Inc. of 300 Admiral Way, Suite 214, Edmonds WA 98020 (hereafter BTI) and the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (hereafter LSU) stipulates:

Section One -- Description

Agreement is for the Paradise Jam Reef, Island, or Ocean Tournament. These are three separate and distinct "Qualifying Regular Season Multi-Team Event"(MTE), 2-game tournaments (hereafter TOURNAMENT).

The pairings in the TOURNAMENT will not be determined until the spring of 2025. Pairings will largely be determined by NET or RPI, but maybe adjusted for regional or broadcasting concerns. The dates for the event are November 25 - November 30, 2025. The tentative game dates are November 27, 28, and 29, 2025. Games are to be conducted under NCAA rules with three 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 St. Thomas airport, games, practices, and hotel.
2. The Westin Beach Resort & Spa at Frenchman's Reef or similar hotel property, double occupancy.
3. No meals are included. A TOURNAMENT reception may be included.
4. Gift to all participants.
5. Suite upgrade 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. Catamaran Snorkel Tour, weather depending.
10. Hard-wired internet connectivity to LSU for the duration of the event at no cost to LSU.

Section Three -- LSU Responsibility

LSU is responsible for:

1. Air travel to St. Thomas
2. Payment for the TOURNAMENT package to BTI.
2. Providing or obtaining all necessary visas, passports, and/or identification. The US Virgin Islands are a US Territory, but proof of citizenship is required for US citizens and passports and visas may be required for 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. 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 – Pricing

Number of Nights	Cost for Double Occupancy Room per person	Cost for Single Occupancy Room per person
5	\$2,195.00	\$3,595.00

Federal Consumer Price Index changes of more than 10% from Agreement date may result in additional charges. A minimum of 30 persons is required in the FINAL TRAVEL PARTY. LSU will be charged for the minimum if the FINAL TRAVEL PARTY falls below that number.

Special pricing is available for Spouse and family members of coaches and staff: Pricing starts after FINAL TRAVEL PARTY has reached 35 individuals and then uses the reduced pricing below. Individuals on family pricing do not count toward the minimum number of people:

After paying for a single room for the coach or staff, family prices are:

Each Spouse and child 12 and over	\$150/day
Each Child 3-11 years old	\$100/day
Children 2 and under	Free

Days are calculated by subtracting arrival day from return day. If Spouse and/or Children will be in a separate hotel room, the LSU pricing for the team party above is used. The prices for family members include hotel, ground transportation, sightseeing and meals included on team itinerary. Spouse or child pricing does not count toward TOUR minimums.

Bringing Guests not named in the FINAL TRAVEL PARTY causes substantial hardship on BTI. As such, Guests not named in the last FINAL TRAVEL PARTY delivered to BTI before the TOURNAMENT shall be subject to the following prices:

Each Spouse and child 12 and over not named in FINAL TRAVEL PARTY	\$300/day
Each Child 3-11 years old not named in the FINAL TRAVEL PARTY	\$175/day
Each Child 2 and under not named in the FINAL TRAVEL PARTY	\$50/day

Section Five -- 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 media 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. Such use shall expire at the conclusion of the TOURNAMENT.

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.

Such insurance shall be primary to any insurance carried by BTI. Where applicable, LSU shall name BTI as an additional insured.

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.

In the event of a situation beyond the control of BTI that entails LSU staying additional nights on the tour and/or modifying their flight itinerary, LSU is responsible for the additional charges.

Section Six-- Boosters

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

- **LSU will receive \$250 per person for each LSU fan that books a Paradise Jam package with BTI (for example....150 sold packages is \$37,500), payable at the conclusion of the TOURNAMENT towards the cost of the TOURNAMENT or for NIL.**
- BTI will produce a promotional flyer
- LSU will distribute flyer and other relevant information at a booster club meeting and in mailings to season ticket holder.
- LSU will email event information to the booster club, parents and alumni.
- The TOURNAMENT will be promoted at one home game which could include distribution of a flyer, PA announcements, program ad or flyer insert into program.

Section Seven -- NCAA Guidelines

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

Section Eight -- Due Dates

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| February 15, 2025 | - Return signed Agreement |
| March 12, 2025 | - Pay \$20,000.00 non-refundable deposit |
| April 1, 2025 | - Estimate of LSU travel party number (hereafter TENTATIVE TRAVEL PARTY) |
| July 15, 2025 | - Pay remaining amount due for TENTATIVE TRAVEL PARTY |
| October 1, 2025 | - 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 Nine -- Penalties

After March 7, 2025, there is a \$30,000.00 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 or reduction in TRAVEL PARTY penalty (a total cancellation incurs the penalty at the beginning of this section):

May 1 – August 31, 2025

\$80.00 per person	If less than 20% of TRAVEL PARTY cancels
\$1,097.50 per person	If 20% - 50% of TRAVEL PARTY cancels
\$2,195.00 per person	If more than 50% cancels

September 1 – October 14, 2025

\$1,097.50 per person	If less than 20% of TRAVEL PARTY cancels
\$1,536.50 per person	If 20% - 30% of TRAVEL PARTY cancels
\$2,195.00 per person	If more than 30% cancels

After October 15, 2025

\$2,195.00 per person	For any cancellation
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If TOURNAMENT has a television Agreement, LSU has no option to pay the penalty and escape the Agreement without the express consent in writing of BTI and all other parties to the television Agreement. 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 Ten – Indemnification

- A. LSU ("the "Indemnifying Party") will indemnify BTI and BTI's affiliates (and each of their respective shareholders, members, partners, directors, governors, officers, manager, employees, representatives and agents) and hold each of them harmless from and against any and all claims, costs, expenses, damages and liabilities (including reasonable attorneys' fees and expenses) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of anything done or purported to have been done by the Indemnifying Party or any of its agents in connection with their responsibilities under this Agreement.

Section Eleven – Dispute Resolution

- A. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:
- a. Negotiation
 - i. Upon written notice of any Dispute which shall be provided within forty-five (45) calendar days of the claim giving rise to the Dispute, the Parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process shall be completed within 30 calendar days (the "Negotiation").
 - b. Mediation
 - i. The initial mediation session shall be held within 45 calendar days of the retention/appointment of the mediator. The Parties may agree to continue the

mediation process until there is a settlement agreement, or one Party [or the mediator] states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 calendar days of the initial mediation session.

- ii. During the course of the mediation, no Party can assert the failure to fully comply with Negotiation process, as a reason not to proceed or to delay the mediation. Each side shall bear their own costs and expenses, including attorney's fees and an equal share of the mediation costs, including the cost of the mediator, unless the Parties agree otherwise.
- c. Confidentiality
 - i. All communications, both written and oral, during all dispute resolution processes are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

Section Twelve – Governing Law & Jurisdiction

- A. This Agreement and the Parties' actions under this Agreement shall be governed by and construed under the laws of the State of Louisiana, without reference to conflict of law principles. The Parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Louisiana. Each Party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party as its address set forth in this Agreement or as designated by the Party, such service to become effective thirty (30) calendar days after such mailing. The Parties agree to comply with all U.S. and International laws and regulations.

Section Thirteen - Entire Agreement

- A. 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 Fourteen - Notices

- A. 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 of the Agreement. This must be signed and returned by **February 15, 2025**. After this date, the above terms may no longer apply. BTI, however, does retain the right to accept any other university prior to receipt of your signed and dated Agreement. BTI's acceptance of another university team from LSU's conference or the filling of the TOURNAMENT will terminate the consideration of LSU from participating in the TOURNAMENT.

University: Board of Supervisors of Louisiana State University and Agricultural & Mechanical College

Name: Kimberly J. Lewis, Executive Vice President/Chief Administrative Officer

Signature:

Date:


2/11/25

Organization: Basketball Travelers, Inc.

Name: Nels Hawkinson, Executive Director

Signature:

Date:


 2/24/2025