

AGREEMENT
2019 COLLEGE BASKETBALL INVITATIONAL
TERMS OF PARTICIPATION

This Agreement is made and entered into as of March 14, 2019 by and between THE GAZELLE GROUP, INC., 475 Wall Street, Princeton, New Jersey, 08540 ("Gazelle"), and the UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, on behalf of its Department of Athletics, 4202 East Fowler Avenue, ATH 100, Tampa, Florida 33620 ("Participant") to establish the terms and conditions for the participation of Participant in a post season men's college basketball event (the "Event") as described herein. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth herein, including the attached Standard Terms and Conditions.

Section 1. Format of the Event (see attached sample bracket at Addendum 1)

1. There shall be four regional brackets with four teams in each bracket (16 total teams). The Event shall be conducted under a tournament/elimination format.
2. Scheduling for the Event, including the determination of "home" and "away" teams, shall be done solely by Gazelle.
3. During the Championship Series --- which shall be a "best of three" series --- one team shall Host two games (should three games be necessary) of the Championship Series, while the other team shall Host one game of the Championship Series.

Section 2. Dates of the Event

1. The Event shall feature eight first-round games, four quarterfinal games, two semifinal games and then the Championship Series.
2. The First Round shall be played on Tuesday, March 19 and/or Wednesday, March 20
3. The Quarterfinal Round shall be played on Monday, March 25.
4. The Semifinal Round shall be played on Wednesday, March 27 and/or Thursday, March 28.
5. The Championship Series shall be played on Monday, April 1; Wednesday, April 3 and Friday, April 5 (if necessary), or other mutually agreed upon dates.
6. Participant warrants to have its customary venue or Arena (or a mutually agreed upon alternate venue or Arena) for HOME Games available to Host Games on all of these dates (March 19 or March 20; March 25; March 27 or March 28; April 1, 2019).

Section 3. If Participant Hosts a game at its Arena as the HOME TEAM during the First Round and/or Quarterfinal Round:

1. The parties understand and agree that: the selection of Participant to Host any Game during the Event as the HOME TEAM is solely Gazelle's option and Participant may be selected as described herein. Participant agrees to be available to Host any Game during the Event based upon the terms described herein.
2. If Participant is selected by Gazelle to "Host" a Game (at Participant's customary venue for home games, hereinafter the "Arena") during the Event and play as the Home Team, (for each Game that it "Hosts") Participant, as a Host, shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for collegiate basketball contests including, without limitation, all facilities, equipment and staffing as described in Section 2-of the attached Standard Terms and Conditions in Addendum 2 of this Agreement. Gazelle shall assign and pay the cost of officials.

3. Participant shall collaborate with Gazelle on pricing, scaling and use of complimentary tickets.
4. The parties agree that Gazelle may allocate tickets for visiting teams (40 per team), sponsors, publicity, and advertising on a complimentary basis.
5. Participant, as a Host, shall include the offer to buy tickets to the Event (and promotion and advertising of the Event) in all of its appropriate ticket solicitations, promotion and advertising materials as well as any ticket distribution and marketing opportunities used for men's basketball and other appropriate Participant sports and events.
6. Participant, as a Host, shall send electronic mail to its existing ticket sales database (including, without limitation but depending on availability, current season ticket subscribers, waiting lists, alumni, local area High Schools, Youth Groups, Scout Troops, Youth Sports Teams, etc.) and shall advertise the sale of tickets to each Game hosted during the Event.
7. Participant, as a Host, shall place at least one or more prominent graphic advertisements (e.g., banner ad, floating ad, interstitial, splash page) on its main athletics web site home page and/or men's basketball home page as well as a static graphic link/advertisement on its main athletics home page and/or men's basketball home page for the purposes of promoting the sale of tickets and promoting the broadcast of Games played during the Event, which may, at the option of Gazelle, include the promotion of a subscription based internet streaming broadcast of Games played during the Event.
8. Participant, as a Host, shall announce and promote each game through its official social media accounts.
9. For each Game that Participant Hosts, Participant shall pay a Guarantee of \$40,000 per game to Gazelle. Participant shall retain all ticket revenues related to Games being Hosted by Participant during the First Round and Quarterfinal Round.

Section 4. If Participant Hosts a game at its Arena as the HOME TEAM during the Semifinal Round and/or Championship Series:

1. The parties understand and agree that: the selection of Participant to Host any Game during the Event as the HOME TEAM is solely Gazelle's option and Participant may be selected as described herein. Participant agrees to be available to Host any Game during the Event based upon the terms described herein.
2. If Participant is selected by Gazelle to "Host" a Game (at Participant's customary venue for home games, hereinafter the "Arena") during the Event and play as the Home Team, (for each Game that it "Hosts") Participant, as a Host, shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for collegiate basketball contests including, without limitation, all facilities, equipment and staffing as described in Section 2 of the attached Standard Terms and Conditions in Addendum 2 of this Agreement. Gazelle shall assign and pay the cost of officials.
3. Gazelle shall determine the pricing and scale for each game (after consulting with Participant) and Participant shall be ready to put tickets on sale as directed by Gazelle.
4. Participant shall be allotted 150 complimentary tickets per game for player guest, internal use, sponsors, etc.
5. The parties agree that Gazelle may allocate tickets for visiting teams (40 per team), sponsors, publicity, and advertising on a complimentary basis.
6. Immediately following the conclusion of the Quarterfinal Round and Semifinal Round, if Participant has been selected to Host during the next Round, Participant shall:
 - a. Put tickets on sale for the next Round as directed by Gazelle;
 - b. Send electronic mail to its existing ticket sales database (including, without limitation but depending on availability, current season ticket subscribers, students, waiting lists, alumni, local area High Schools, Youth Groups, Scout Troops, Youth Sports

- Teams, etc.) and shall advertise the sale of tickets to each Game hosted during the Event;
- c. Place at least one or more prominent graphic advertisements (e.g., banner ad, floating ad, interstitial, splash page) on its main athletics web site home page and/or men's basketball home page as well as a static graphic link/advertisement on its main athletics home page and/or men's basketball home page for the purposes of promoting the sale of tickets;
 - d. Promote the upcoming game through its official social media accounts (team, athletic department and school)
7. Participant shall include each game in its standard ticket solicitations and promotional efforts as applicable, including, but not limited to:
- a. Outbound sales calls;
 - b. Promotion on campus;
 - c. Athletic Website;
 - d. Alumni Website(s)
 - e. PA announcements at other on campus sporting events
8. Participant shall pay 100% of Gross Ticket Receipts to Gazelle. Gross Ticket Receipts shall be defined as any and all ticket revenues (net of taxes) related to any Home Games played at Participant's Host Arena during the Semifinal Round or Championship Series.

Section 5. If Participant travels to play a game as the VISITING TEAM

1. Gazelle shall pay for Participant's Airfare to and from each Game (maximum of 22 people), based on the following: Participant shall be required to utilize the services of a company designated by Gazelle to arrange air transportation, at the prevailing market rate, to be paid by Gazelle (up to a maximum of 22 people for each Game). If Participant does not use such company designated by Gazelle, Participant shall pay for its own air transportation, and Gazelle shall deduct the amount of any air transportation reserved for Participant with Gazelle's designee, from any amount due to Participant.
2. Gazelle shall pay up to \$1,500 per night (for a maximum of two nights per game) to Participant for Participant's first 13 rooms per night for the duration of the Event.
3. Gazelle shall pay up to \$1,400 per day (for a maximum of two days per game) to Participant for ground transportation during the Event.
4. Gazelle shall pay \$1,100 (per day) to Participant for meals for its traveling party during the Event up to a maximum of 2 days per game (partial days shall apply).
5. Participant shall be required to pay for its own ground transportation expenses to and from its local (within 150 miles) airport.
6. Participant shall place at least one or more prominent graphic advertisements (e.g., banner ad, floating ad, interstitial, splash page) on its main athletics web site home page and/or men's basketball home page as well as a static graphic link/advertisement on its main athletics home page and/or men's basketball home page for the purposes of promoting the sale of tickets and promoting the broadcast of Games played during the Event, which may, at the option of Gazelle, include the promotion of a subscription based webcast of Games played during the Event.

Section 6. Rights and Revenues

1. Gazelle shall retain all Event related commercial and non-commercial rights including, but not limited to, ticketing, sponsorship, signage, promotional, marketing, television, radio, print, internet, programs, other media, and advertising. These rights are the sole property of Gazelle and Gazelle shall have the sole right to all revenues arising from such rights.

2. Gazelle shall have the right to market and promote Participant as a participant in the Event in its exploitation of the Event.

Section 7. Sponsorship and Signage Rights

1. Only Gazelle may license sponsorship rights and signage display rights related to, and at, the Event. In this regard, it is understood that Gazelle shall have the sole and exclusive right to display sponsors identification and advertising in the following mediums and locations: decals on the playing floor; scorer's table; press table; basket supports; cups; coolers; towels; chairbacks; areas immediately adjacent to the playing floor; public address announcements; matrix, video screens, and programmable LED (or other electronic) courtside and fascia signage systems; the Arena entrances and lobby areas (including product and vehicle displays); Event hospitality area; Event programs and Event related materials; promotion and advertising materials; and any other mediums related to and during the Event at the playing venue.
2. Participant, as a Host, shall be required to place signage at the direction of Gazelle for Event sponsors and advertisers in the areas mentioned above at Participant's Host Site, including the placement of courtside signage.
3. Except as described herein, Participant shall be able to maintain its existing permanent advertising signage.
4. Participant, as a Host, shall have the right to promote its upcoming events and attractions through public address announcements and matrix and video screens but shall not be permitted to promote any third party advertisers or sponsors.

Section 8. Broadcast Rights

1. All television, radio, film, internet, electronic, and other broadcast rights to the Event, if any, are the property of Gazelle. Except as provided below, Participant shall have no right to distribute the broadcast of any Game during the Event and shall have no right to any payments for the exploitation of these rights without the express written permission of Gazelle.
2. Gazelle shall provide space at the Event to Participant for the over the air radio broadcast of the Event to Participant's home geographic area. Participant is entitled to retain any revenue generated by such radio broadcast. Broadcasting any audio or video of the Event, via any other means, is not permitted without the express written permission of Gazelle.

Section 9. General Obligations and Responsibilities

1. Gazelle shall be responsible for staging and operating the Event as described herein.
2. Gazelle and Participant shall pay to each other, all amounts due and payable under this Agreement, including, but not limited to, travel expenses, the Guarantees described in Section 3 herein, and Gross Ticket Receipts described in Section 4 herein, no later than thirty (30) business days after the conclusion of the Event.
3. Participant shall be responsible to play Games in the Event as one of the participating Teams as described herein.
4. This Agreement shall be null and void if Participant qualifies or is invited to play in the 2019 NCAA Tournament or the 2019 National Invitation Tournament.
5. Upon mutual agreement by the parties, Participant shall be permitted to satisfy a portion of its Guarantee obligation, as described in Section 3 herein, by participating in a future Gazelle event, and applying any payments due from Gazelle for this future event, toward the outstanding financial obligation (the difference between actual ticket receipts paid to Gazelle to meet its Guarantee obligation as set forth in Section 3 herein and the Guarantee obligation as set forth in Section 3 herein) due from Participant to Gazelle, as defined in this Agreement.

6. The Standard Terms and Conditions attached to this Agreement as Addendum 2 are incorporated herein as a part of this Agreement.

Section 10. Termination Fee

Each party to this Agreement recognizes that its promise to perform and fulfill its responsibilities and obligations under this Agreement is of the essence of this Agreement. Nevertheless, either party may terminate this Agreement prior to its expiration, but only under the following terms and conditions:

1. If either party notifies the other party of its intent to terminate this Agreement, then the terminating party shall pay the non-terminating party a Termination Fee of \$250,000 upon notice of such termination. Failure to timely pay said amount shall constitute a breach of this agreement and said sum shall be recoverable, together with reasonable attorney fees, in any court of competent jurisdiction.
2. The parties have bargained for and agreed to the foregoing provisions, giving consideration to the fact that termination of this Agreement prior to its natural expiration may cause the non-terminating party to lose certain benefits and/or compensation, which damages are difficult to determine with certainty. The parties further agree that the payment of such Termination Fee by the terminating party shall constitute adequate and reasonable compensation to the non-terminating party for any damages and injury the non-terminating party suffers because of such termination. The foregoing is not, nor is construed to be, a penalty.
3. Notwithstanding anything contained herein, Gazelle may terminate this Agreement if Participant fails to achieve a winning percentage of .500 or higher as of March 17, 2019, and Gazelle shall have no obligation to pay the Termination Fee defined in Section 10.1 above.

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

THE GAZELLE GROUP, INC.

By 

Name RICHARD J. GILES

Title PRESIDENT

UNIVERSITY OF SOUTH FLORIDA

By 

Name Michael Kelly

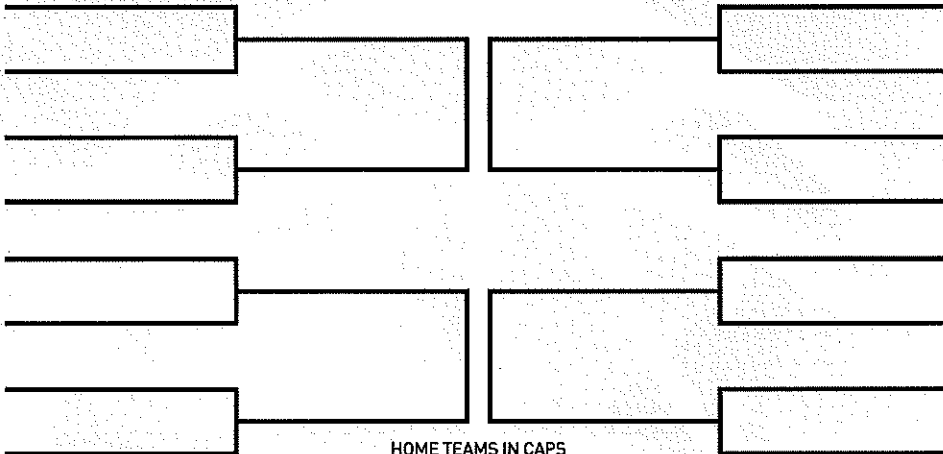
Title Vice President of Athletics

Addendum 1
Sample Bracket



FIRST ROUND MARCH 19 or 20 **QUARTERFINALS** MARCH 25 **QUARTERFINALS** MARCH 25 **FIRST ROUND** MARCH 19 or 20

(ALL TIMES EASTERN)



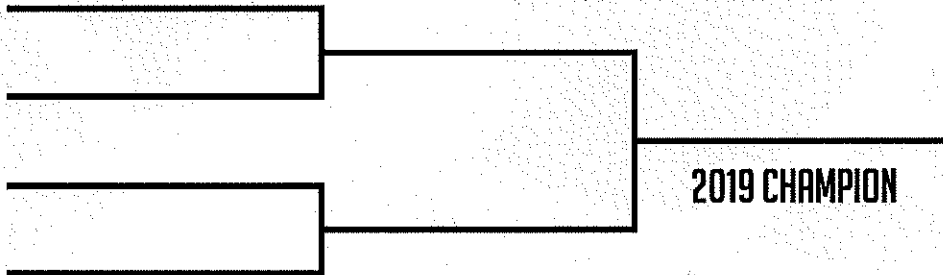
HOME TEAMS IN CAPS
Tournament is re-bracketed after
the Quarterfinal Round

SEMIFINALS
MARCH 27 or 28

FINALS : BEST-OF-3 SERIES
APRIL 1, 3, & 5* (if necessary)



Game 1 - April 1
Game 2 - April 3
Game 3 - April 5



2019 CHAMPION



Addendum 2 Standard Terms and Conditions

1. EVENT

(a) The Event shall be conducted in compliance with NCAA Bylaws, including the eligibility of all teams and players.

(b) Gazelle shall have the sole authority to determine the location of all Event Sites where Participant shall play its Games, all dates and starting times for all Games, the name of the Event, and all Teams and opponents for Participant in the Games. If any portion of the Event is postponed by Gazelle, then Gazelle and Participant shall agree to reschedule the Event on the next available date or dates as necessary to complete the Event.

2. SITE HOSTING, GAME OPERATIONS AND STAFFING

(a) Gazelle, at its option, may select Participant to Host one of the Sites during the Event at Participant's customary building for home games (the "Arena"). If Gazelle selects Participant to be a "Host Site", Participant shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for collegiate basketball contests including, but not limited to, the following:

- (1) Provide playing conditions (including, but not limited to, the playing surface, power, lighting, heating, scoreboard, game clock, shot clock, video boards, official scorekeeper, ball boys/ball girls, public address system and announcer, statisticians, media support, and other services mutually agreed upon).
- (2) Provide its photographer to take and deliver digital photographs (by email, FTP, or DVD) to Gazelle of game action and sponsorship images of Games played at the Arena during the Event, as requested in the Home Team manual provided by Gazelle. Participant shall provide the name and contact information for such photographer no later than 24 hours in advance of its Home Game. Participant shall advise photographer that there shall be no additional fee billed to Gazelle for this service or these photographs.
- (3) Provide for the installation of all Event signage and court decals.
- (4) Provide adequate locker room facilities for the competing teams and game officials.
- (5) Provide for adequate crowd control and safety including guest and event services, ushers, security, medical staff, police and fire protection pursuant to all local and state statutes and ordinances.
- (6) Provide the Participant box office and will call services for selling and printing of all tickets (including any third party ticket companies and credit card processing).
- (7) Provide use of lobbies, vestibules, hallways and other public areas and rooms and facilities appropriate for use on game days.
- (8) Provide all required clean up.
- (9) Provide the set up and staffing of the press box, press room, interview area, and stat reproduction area.
- (10) Provide season-long video replay equipment and courtside monitor for tournament officials to use during games.
- (11) Provide the set up and catering for the press room and media room (lunch or dinner), locker rooms and benches (drink, cups, coolers, water, snacks, fruit, towels, shampoo, soap, etc.)
- (12) Provide all necessary staffing required to implement these services for staging of Event.
- (13) Provide Gazelle an on-site office with Internet access.
- (14) Provide a VIP Hospitality Area in a premium location for Gazelle and Event sponsors, if requested
- (15) Provide credentials for media and staff.

(b) Any rental charges and facility fees to Participant for use of its home playing court whether the same be on campus or off campus shall be considered a detail normally undertaken for collegiate basketball contests and no such rental charges or facility fees shall be applied to Gazelle.

3. CONCESSIONS AND FREE SAMPLES

(a) During any Games played at Participant's Host Site, Participant shall have the right to operate and receive all income from concessions to food, beverage and vending machine operation for the Event.

(b) During any Games played at Participant's Host Site, Event sponsors, excluding Coca-Cola competitive products and where otherwise prohibited by Participant's agreement with Aramark, may distribute free samples of foodstuffs or beverages and display products and/or samples at the Arena during the Event, subject to the approval of Participant, which shall not be unreasonably withheld.

