

TAILGATE SITE AND SERVICES AGREEMENT TERMS AND CONDITIONS

This Tailgate Site and Services Agreement, including the Terms and Conditions set forth herein (collectively, this “Agreement”), is effective upon the date you pay the Package Price (as defined below), and applies to your purchase of products and services from Tailgate Guys, LLC (“TAILGATE GUYS”). For simplicity herein, we refer to you (i.e., the person or entity purchasing the products or services from Tailgate Guys) as “CLIENT” and “CLIENT’S” or “you” and “your.”

Tailgate Guys operates a business, which provides tailgating products and services that are designed to increase the quality of the tailgate experience and ease the burden on fans with regard to game day setup;

Client has or desires to reserve a tailgate spot and purchase certain products and services from TAILGATE GUYS, pursuant to the terms hereof.

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, TAILGATE GUYS and CLIENT hereby agree, as follows:

1. **TAILGATE PACKAGE.** TAILGATE GUYS will provide for each game reflected on the reservation notice and/or invoice provided to CLIENT on or before the date hereof (the “Reservation”) a tailgate tent, chairs, tables, and other products and services more particularly described on the invoice/reservation, which includes site setup and tear-down, operation management, trash collection from designated bins and all labor required in connection therewith (collectively, the “Tailgate Services”).
 - a. TAILGATE GUYS shall determine the exact location of CLIENT’S tailgate site (the “Site”), which may be relocated from time-to-time in TAILGATE GUYS reasonable discretion to accommodate College Football Playoff sanctioned events, to adjust for space availability or for other reasons or circumstances. In each case, TAILGATE GUYS will take into consideration CLIENT’S request for a particular location.
 - b. TAILGATE GUYS shall not be held liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to acts of God (including weather), government or university restrictions, decisions and regulations, wars, insurrections and/or any other cause beyond the reasonable control of TAILGATE GUYS; and CLIENT does hereby release TAILGATE GUYS from any claim for damages arising therefrom. However, if a previously cancelled game is rescheduled, TAILGATE GUYS agrees to provide the Tailgate Services on the date of the rescheduled game if that the game is in the same football season, subject to applicable conditions, authority and regulations. CLIENT is not entitled to a refund, if the game is not rescheduled; however, TAILGATE GUYS will give CLIENT a credit equal to fifty percent (50%) of the cost of the Tailgate Services that were to be provided at the cancelled game, which credit may be applied toward any Tailgate Services purchased by CLIENT for a future game, subject to availability. In the event that inclement weather prevents TAILGATE GUYS staff from setting up the tailgate site or providing any component of the Tailgate Services hereunder, TAILGATE GUYS may suspend or cancel its tailgate operations and credit the CLIENT an amount equal the invoiced amount set forth in CLIENT’S Reservation for such specific game. For avoidance of doubt, CLIENT’S inability to be present for the Tailgating Services due

to travel-related delays (e.g. inclement weather at their home location or en route to the event site) does not entitle CLIENT to a refund.

- c. The Tailgating Services provided by TAILGATE GUYS pursuant to this Agreement may, at the option of CLIENT and subject to availability, include a media package comprised of a television, stand, connection to a satellite, connection to a receiver, and power source (a "Media Package"). CLIENT acknowledges and agrees that TAILGATE GUYS has no control over television broadcasts and shall not be held accountable for any channel "blackouts" caused by contract disputes or inclement weather or other availability issues.
 - d. Except as provided herein, the CLIENT will not be entitled to a refund of the cost of a Media Package that is cancelled after December 31, 2018.
2. PAYMENT. In consideration of the Tailgate Services to be provided by TAILGATE GUYS, CLIENT shall pay the invoiced amount set forth on the CLIENT's Reservation (the "Package Price"). In order to reserve the Site, CLIENT agrees to pay to TAILGATE GUYS one hundred percent (100%) of the Package Price immediately. If CLIENT cancels this Agreement in writing by December 31, 2018, TAILGATE GUYS agrees to refund one hundred percent (100%) of the Package Price (or portion thereof that has been paid by CLIENT). Where CLIENT has made payment of the Package Price, or any portion thereof, by credit card, CLIENT shall be prohibited from disputing said charge which CLIENT previously authorized TAILGATE GUYS to make.
3. TERM. This Agreement shall be effective until the later of January 8, 2018, or until any amounts due to either TAILGATE GUYS or CLIENT under this Agreement are paid.
4. CONDITIONS OF USE. CLIENT acknowledges that its use of the Site is subject to and conditioned upon the following terms and agrees that TAILGATE GUYS may exercise any of the remedies set forth herein for CLIENTS failure to comply:
 - a. CLIENT shall comply with all rules and regulations established by TAILGATE GUYS, the entities governing the College Football Playoff and any other applicable authority, which are subject to adjustment at any time by the entities governing the College Football Playoff or other applicable authorities, including but not limited to parking regulations in effect on game day, terms and conditions set forth on any ticket back or license, and the TAILGATE GUYS rules and regulations attached hereto as Exhibit A and made an integral part hereof (the "Tailgate Guys Rules"), which are subject to adjustment at any time by TAILGATE GUYS,.
 - b. CLIENT shall be permitted to access the Site at the times set forth in the rules or otherwise determined by TAILGATE GUYS and the entities governing the College Football Playoff.

- c. CLIENT acknowledges all risks related to its attendance and use of the site, including risk of damage to or loss of property or risk of serious personal injury or death, and accepts sole responsibility for such risks. CLIENT shall secure all personal property in and around the Site, and shall take all precautions necessary to prevent theft or destruction thereof. CLIENT expressly acknowledges and agrees that TAILGATE GUYS shall not be responsible for any personal property of or injury to CLIENT at any time. TAILGATE GUYS will not remove or hold for safe-keeping any personal items left on the Site after event closing and same will be subject to removal by stadium/ground facilities. CLIENT may be subject to costs and fees associated with such removal.
- d. Eligibility for any TAILGATE GUYS drop off service is determined by Tailgate Guys in its sole discretion and is based on University restrictions, staffing availability and other factors. If CLIENT is eligible to participate in any TAILGATE GUYS drop off service, the CLIENT is responsible for properly packaging all items that will be transported and otherwise agrees to comply with procedures established by TAILGATE GUYS for this “drop off service,” including but not limited to any limitations with regard to the amount and size of items to be transported. TAILGATE GUYS will not be responsible for any damaged or broken items during unloading or loading and transportation to or from the Site.
- e. CLIENT shall respect the interests of other fans and clients of TAILGATE GUYS and shall not engage in or permit disorderly or offensive conduct in or around the Site. CLIENT further agrees not to exceed the maximum number of guests allowed within the Site as set forth in the Tailgate Guys Rules. Should CLIENT violate these provisions, TAILGATE GUYS management will give CLIENT a verbal warning. If CLIENT fails to promptly come into compliance, TAILGATE GUYS may immediately revoke CLIENT’s rights to the Site and in its sole and absolute discretion terminate this Agreement. Upon such revocation or termination, all amounts paid to TAILGATE GUYS will be forfeited by CLIENT and retained by TAILGATE GUYS.
- f. CLIENT shall not move, alter, or disrupt operation of any media equipment provided by TAILGATE GUYS. In the event of inclement weather, TAILGATE GUYS reserves the exclusive right to cover and protect all equipment associated with the Media Package with such materials and coverings as it deems appropriate, which may include gator covers or hard cases for TV’s, plastic bags for receivers and generators or the like (collectively, the "Protective Equipment"). CLIENT shall not remove any Protective Equipment or items contained inside Protective Equipment, and expressly acknowledges and agrees that only TAILGATE GUYS staff shall have authority to do so. CLIENT acknowledges and agrees that its right to use the media equipment may be suspended, without refund, at TAILGATE GUYS option, for violation of these provisions, and CLIENT further assumes all responsibility for any damages to media equipment resulting from violation of these provisions and shall reimburse TAILGATE GUYS for the cost to repair or replace damaged equipment.
- g. CLIENT shall keep the Site in a neat and orderly manner at all times and may incur fees set forth in the Tailgate Guys Rules.
- h. CLIENT acknowledges and agrees that the signage identifying each Site is uniform and provided by TAILGATE GUYS, who reserves the right to omit any vulgar, offensive or

discriminatory content requested by CLIENT, in the sole and absolute discretion of TAILGATE GUYS.

- i. TAILGATE GUYS reserves the right to immediately terminate CLIENT's use of the Site for violation of the conditions of use. In addition, CLIENT shall be responsible for payment of all damages incurred by TAILGATE GUYS as a result of CLIENT's failure to comply with the foregoing conditions of use. To insure compliance and payment of damages or fines, CLIENT agrees to keep a credit card on file with TAILGATE GUYS, and hereby authorizes TAILGATE to charge said credit card amounts owing as a result of its breach; provided that TAILGATE GUYS delivers to CLIENT an itemization of said charges and receipt for payment thereof.
5. DEFAULT. Should CLIENT fail to pay any sums when due hereunder or fail to comply with or perform any other term, covenant or condition hereof, TAILGATE GUYS may terminate this Agreement and proceed against CLIENT for the recovery of all damages incurred by TAILGATE GUYS as a result of the breach by CLIENT, or proceed for specific performance. Without limiting the foregoing, in the event CLIENT fails to timely pay any amounts due hereunder, such overdue balances shall accrue interest in the amount of one and one-half percent (1.5%) per month (or the maximum amount allowed by law, whichever is lower) from the due date until paid. In addition, CLIENT shall reimburse TAILGATE GUYS for all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of TAILGATE GUYS occasioned by or in connection with any default by CLIENT under this Agreement.
6. RELEASE AND INDEMNIFICATION. CLIENT hereby releases TAILGATE GUYS and agrees to indemnify and defend TAILGATE GUYS and save TAILGATE GUYS harmless from and against all suits, actions, damages, liability and expenses in connection with loss of life, body or personal injury or property damage (and each and all of them) arising from or out of any occurrence in and around the Site or any part thereof, or occasioned wholly or in part by any act or omission of CLIENT, its invitees, and guests.
7. INTEGRATION. It is agreed and understood that this Agreement, together with the Reservation and the Rules and Regulations, sets forth the entire agreement between TAILGATE GUYS and CLIENT regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or oral agreements, promises or understandings regarding the subject matter hereof, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not be deemed to be a waiver of such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
8. GOVERNING LAW AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Alabama, without regard to its conflicts of law principles. The parties further agree that the exclusive venue for any disputes arising out of or in connection with this Agreement shall be the state and federal courts

of Lee County, Alabama, and CLIENT hereby irrevocably submits to the jurisdiction of such courts.

9. ASSIGNMENT. This Agreement is personal to CLIENT and may not be sold, assigned or transferred without prior written consent of TAILGATE GUYS.
10. NOTICES. TAILGATE GUYS may give all notices required hereunder to CLIENT by phone, email, regular mail or courier at the addresses and/or phone number for CLIENT set forth in the Reservation. All notices to TAILGATE GUYS must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Tailgate Guys, LLC
ATTN: Accounts Receivable
2111 Marvyn Parkway
Opelika, Alabama 36804

11. NO WAIVER. In the event there is a breach by CLIENT with respect to any of the provisions of this Agreement, without limitation of any other rights or remedies, TAILGATE GUYS shall have the right to terminate this Agreement. TAILGATE GUYS's failure to act upon any default on the part of the CLIENT shall not be construed as a waiver of TAILGATE GUYS' rights hereunder, nor shall any custom or practice that may arise between the parties in the course of dealing be construed to waive or lessen the right of the TAILGATE GUYS to enforce the terms of this Agreement.
12. BINDING EFFECT. The terms and provisions hereof shall extend to, bind and inure to the benefit of, as the case may require, the successors and permitted assigns of TAILGATE GUYS and CLIENT.
13. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

Exhibit A

Rules and Regulations

- CLIENT shall have access to the reserved areas no earlier than 9:30 a.m. on game day. TAILGATE GUYS services including catering and drop-off services are available at Site Opening. CLIENT shall not unload items for their tailgate prior to Site Opening. TAILGATE GUYS will not be responsible for any items left by the Client overnight. For all packages, CLIENT must vacate the Site by the beginning of the game (the “Event Close”).
- The number of persons inhabiting each reserved area will not exceed the allocated space. Space capacity for a Premier Pre-Game Package is 15 persons. Space capacity for the Championship Pre-Game Package is 50 persons. Please see Section 4 Paragraph E regarding the penalties associated with exceeding occupancy numbers.
- All supplemental items, media packages, and catering orders must be received by the end of the business day on Wednesday, January 2, 2019. Orders placed after this time will not be delivered or provided past said date. All supplemental items are subject to availability and are issued on a first come first serve basis.
- Items otherwise not provided as part of the package (i.e. cookers, televisions, satellites, generators, sound equipment, etc.), will not exceed the allocated space for each reserved area. CLIENT may not install or otherwise utilize any tent(s) within the allocated space or any adjoining space that are not ordered through and installed by TAILGATE GUYS.
- Tents and media package equipment should only be moved or relocated by a Tailgate Guys staff member.
- All generators used within the area of Tailgate Guys operation are to be Honda 2000i quiet generators or an approved equal. Please contact Tailgate Guys if you plan to use a generator that is not the aforementioned product. Tailgate Guys will review all requests and provide approval if the said generator meets the required specifications
- Power sources reserved with a Media Package may not be for the sole use of one CLIENT. TAILGATE GUYS reserves the right to distribute power from generators to multiple sources.
- Any items that contain heating elements including but not limited to, crockpots, griddles, coffee makers, electric grills, heaters, hotplates, popcorn machines, cotton candy machines, toasters, and any others not mentioned, will not be powered by any TAILGATE GUYS generator. Failure to comply may result in suspension of aforementioned media package and a fine up to the amount of the generator value.
- TAILGATE GUYS does not permit any open flame (either associated with a grill or other heating device) within the Site.
- Live music and excessive amplified sound are not permitted within the Site.
- Common sources of alcohol, including kegs of beer are prohibited within each reserved area. Each client is responsible for purchasing and transporting alcohol to their reserved area in compliance with all applicable laws and regulations. Styrofoam coolers are not allowed within the tailgate areas.
- Clients wishing to use an outside caterer are responsible for transporting all goods to their reserved area or coordinating same with Tailgate Guys.

- Client shall maintain their reserved location in an orderly manner throughout the entirety of the event. Should Client violate this provision, TAILGATE GUYS management may give Client a verbal warning. If Client fails to come into compliance within 15 minutes after a verbal warning, TAILGATE GUYS, in its sole discretion, may take one or more of the following actions: 1) assess a fine of up to \$100 per Premier Package or \$400 per Championship Package and/or 2) immediately revoke Client's rights to the Site and in its sole discretion terminate this Agreement. Additionally, failure by the Client to return the site to its initial neat and orderly condition at the end of event may also result in a fine according to the same schedule.
- Banners and signage recognizing businesses, political candidates or any other form of solicitation are prohibited. Signage produced by Tailgate Guys identifying each tent will be permitted at the entrance of each tent.
- Use of any university or Levi's Stadium utilities is prohibited.
- Non-College Football Playoff golf carts, all-terrain and the like are not allowed on-site. Vehicles, mopeds, scooters, and the like may not be parked on the premises on which tailgate services are provided pursuant hereto.
- CLIENT acknowledges that the entities governing the College Football Playoff reserve the right to implement, and CLIENT shall observe and obey, additional rules and regulation regarding the use of the Reserved Areas/Premises, as the need arises.
- CLIENT is responsible for conveying all rules and regulations to all attendees and guests at CLIENT's tailgate and assumes responsibility for actions taken by attendees and guests at client's tailgate.
- CLIENT hereby grants to TAILGATE GUYS and its designees the irrevocable permission to use his or her voice, image, or likeness in any manner in any form of media now or hereafter existing in connection with all or any part of the Tailgate Services, anywhere in the world for any lawful purpose, without compensation and without any right of approval, including, but not limited to Public Relations, Marketing, etc. Customer hereby waives any right to inspect or approve the finished photography/video, advertising copy, printed matter, etc.