

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"), are effective upon the day on which you agree hereto and apply 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.** In consideration of the payments to be made to TAILGATE GUYS as provided herein and the terms, covenants and conditions set forth in this Agreement to be observed and performed by CLIENT, TAILGATE GUYS will provide for each home game or games reserved reflected on the invoice/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 television or other SMG 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 SMG 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 given that the game is in the same 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 amount of the invoice/reservation to that specific game.

- 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. For single game Media Packages. If CLIENT wishes to cancel its Media Package as a result of changes in broadcast scheduling to not include the Florida-Georgia, then CLIENT must inform TAILGATE GUYS of this decision in writing no later than 5:00 p.m. on the date which is three calendar days prior to the date on which Tailgate Services for the particular home game are to be provided. If notice of cancellation of the Media Package is received in the manner provided, then CLIENT will not be charged for said component of the Tailgate Services.
 - d. Except as provided herein, the CLIENT will not be entitled to a refund of the cost of a Media Package that is cancelled less than 21 days prior to the date of the game (for a single game media package) or 21 days prior to the start of the season (for a full season media package).
2. PAYMENT. In consideration of the Tailgate Services to be provided by TAILGATE GUYS, CLIENT shall pay the amount set forth on the invoice/reservation/billing summary made available to CLIENT (the "Package Price"). If CLIENT cancels this Agreement in writing more than twenty one (21) days before the start of the game, TAILGATE GUYS agrees to refund one hundred percent (100%) of the Package Price (or portion thereof that has been paid by CLIENT); **provided, however**, in order to reserve the Site for the game, CLIENT agrees to pay to TAILGATE GUYS on hundred percent (100%) of total invoice, **upon execution of this Agreement**, all of which shall be non-refundable within twenty one (21) days of the date of the game. Where CLIENT has made payment of the total reservation, 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 for the immediately upcoming football season. CLIENT may renew this Agreement for subsequent seasons and/or add additional products or services as they become available, subject to the terms hereof. Renewals and modifications shall not be effective until confirmed in writing by TAILGATE GUYS. TAILGATE GUYS agree to give first priority to existing full season clients who renew by the communicated renewal deadline (to be established by TAILGATE GUYS following each football season), and the terms thereof, including pricing shall be subject to adjustment by TAILGATE GUYS in its discretion.
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, SMG and any other applicable authority, including but not limited to parking regulations in effect around the stadium. A copy of current rules and regulations is attached hereto as

Exhibit A, which shall be subject to adjustment at any time by TAILGATE GUYS, the SMG or other applicable authorities.

- b. CLIENT shall be permitted to access the Site at the respective times set forth in the rules or otherwise determined by TAILGATE GUYS and SMG.
- c. CLIENT shall be solely responsible for 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 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 SMG 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 stadium 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 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 (See Exhibit A). 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.

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 on file for CLIENT. 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, L.L.C.
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 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 8:00am EST. TAILGATE GUYS services including catering and drop- off services are available at Site Opening. If a client wishes to unload items for their tailgate prior to Site Opening, they may do so at their own risk and expense. TAILGATE GUYS will not be responsible for any items left by the Client overnight. CLIENT must vacate the Site no more than two hours after the end of the game or midnight, whichever comes first (the “Event Close”). For SEPs, CLIENT and their guests are required to vacate the event by the end of the game (the “Site Close”). CLIENT has the option to extend the event up to two hours after the game ends or midnight, whichever comes first, for a fee equal to 25% of the package price listed on the invoice. This extension must be submitted in writing no later than 10 days prior to the game. Any changes that extend the event past the end of the game, that are made after deadline of ten days prior, will be subject to additional service fees.
- The number of persons inhabiting each reserved area will not exceed the allocated space. Space capacity for a Varsity Package is 20 persons. Space capacity for a Varsity+ Package is 25 persons. Space capacity for an All American Package is 50 persons. Space capacity for a Club Package is 60 persons. Space capacity for an SEP 100, SEP 200, SEP 300, SEP 400, SEP 500 & are 100, 200, 300, 400 & 500 people, respectively. 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 Tuesday the week of the game. 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.
- No open fire or grills will be permitted 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. Styrofoam coolers are not allowed within the tailgate areas.
- 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 Varsity, \$200 per Varsity+, \$300 per All American, or \$400 per Club 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 and approved by SMG, identifying each tent will be permitted at the entrance of each tent.
- Use of any stadium utilities is prohibited.
- Non-stadium 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.
- SMG reserves the right to implement 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.