

# **Game Day Tailgating Parking License Agreement – 2026 Football Season**

## **Parties and property**

Property: 155 Old Greenville Hwy, Clemson, SC 29631

This document is a Game Day Tailgating Parking License Agreement (the “Agreement”) that sets forth the terms and conditions under which \_\_\_\_\_, a South Carolina limited liability company (the “Licensor”), agrees to grant the undersigned (the “Licensee”) a limited, non-exclusive, revocable license to utilize the designated parking space listed below at the above-referenced property for tailgating purposes for regular season home game days for the 2026 college football season. This Agreement creates a revocable license only and does not create a lease, tenancy, easement, or any other real property interest. By signing below, the undersigned acknowledges that he/she has read, understood, and agrees to abide by all the terms and conditions set forth herein.

## **Memorandum of Understanding**

### **1. Grant of Revocable License**

Subject to all of the obligations, covenants and agreements contained herein, Licensor hereby grants to Licensee the right to enter into and onto the property to utilize a designated parking space described above for tailgating purposes for regular season home game days for the 2026 college football season (the “License”). The License includes non-exclusive use of the pavilion and restroom facilities only as expressly permitted by this Agreement and subject at all times to Licensor’s rules, safety directives, and operational needs. Licensor may reassign or relocate Licensee’s designated parking space to a comparable space if reasonably necessary for traffic flow, safety, maintenance, emergency access, or property operations.

Please initial each provision to indicate your agreement:

### **2. Parking Hang Tag**

\_\_\_\_\_ I understand that I will receive a parking hang tag for the 2026 football season and that I am responsible for keeping this parking hang tag for the entire season. I will ensure it is not lost or thrown away. I understand there is a charge of \$75.00 for a duplicate or replacement parking hang tag. I understand that if I appear for parking without the vehicle parking hang tag, I will not be allowed to park my vehicle, and no refund or credit will be issued for that game.

### **3. Respect for Property**

\_\_\_\_\_ I understand that the parking deck, covered pavilion area, and bathrooms are for the enjoyment of all condominium owners, their guests, and game day tailgating space licensees. I agree to be respectful of the pavilion, bathrooms, and all property, and I will not damage, deface, misuse, or remove any furniture, fixtures, equipment, landscaping, or improvements.

#### **4. Pavilion and Restroom Access (Wristbands)**

\_\_\_\_\_ I understand that I will receive eight (8) wristbands for entry into the covered pavilion area, restrooms, and any designated TV viewing area. I will receive these wristbands for the first game along with my parking hang tag. I understand that wristbands for the remaining games will be provided upon arrival at the property for each subsequent game. After putting on the wristbands, I will not transfer them to others. I understand that if I or anyone in my party transfer wristbands to others, this may result in the revocation of the parking License and the loss of tailgating parking privileges. Lost wristbands may, at Licensor's discretion, not be replaced for that game.

#### **5. Elevator and Residential Floors**

\_\_\_\_\_ I understand that the elevator to the second and third floors is restricted to condominium owners and their invited guests. I will not allow children or other members of my tailgating party to play in the elevator or on the residential floors. I will ensure that no member of my party accesses residential floors or any non-designated private areas of the property.

#### **6. Grilling and Tailgating in Pavilion**

\_\_\_\_\_ I understand that grilling and cooking are strictly prohibited in the covered pavilion area. I also understand that tailgating activities are not permitted within the pavilion; all tailgating must take place at my designated vehicle parking space. Grilling and cooking may occur only at my designated parking space using commercially manufactured grills. Deep fryers, turkey fryers, open-pit fires, fire pits, and any cooking or heating device deemed unsafe by Licensor are prohibited.

#### **7. No Smoking in Pavilion**

\_\_\_\_\_ I understand that smoking is NOT allowed at any time while in the covered pavilion area. Smoking, vaping, and the use of similar devices are prohibited in the covered pavilion, bathrooms, elevator, and all indoor areas.

#### **8. Throwing Objects**

\_\_\_\_\_ I understand that throwing footballs or other objects is not allowed if it interferes with other tailgaters. I agree to move such activities to the front lawn or the area behind Tiger Park Condominiums once other tailgating activities begin. I will comply immediately with any direction from Licensor's on-site representatives regarding the location, timing, or cessation of such activities.

#### **9. Display of Parking Hang Tag**

\_\_\_\_\_ I agree to always display the current year's parking hang tag on the rearview mirror of my vehicle when accessing the parking area. I understand that if someone else is using my tailgating space, they must also display the valid parking hang tag. Only vehicles displaying the current year's parking hang tag will be permitted to enter the parking area. On the first game of the season, parking hang tags will be distributed. Licensor's representatives may refuse entry to any vehicle not displaying a valid current-year parking hang tag, and their determination shall control for that game day.

## **10. Parking Hours**

\_\_\_\_\_ I understand that parking for game day tailgating will be available starting four (4) hours prior to the scheduled game start time and will conclude at midnight on game day. All vehicles, equipment, and personal property must be removed by midnight on game day unless Licensor approves otherwise in writing. Vehicles or items remaining after midnight may be towed or removed at the owner's sole risk and expense.

## **11. Trash Disposal**

\_\_\_\_\_ I agree to dispose of all trash in the provided trash receptacle located at the back of the property before leaving the property. I will leave my space in a clean condition and remove any large items not suitable for the receptacle. Failure to clean my area may result in a cleaning charge of \$75.00 per occurrence and/or loss of renewal privileges.

## **12. Consideration of Others**

\_\_\_\_\_ I agree to be considerate of my fellow tailgaters and their designated spaces, recognizing that the goal is for everyone to enjoy the Clemson Tiger football game day experience. I will maintain a family-friendly atmosphere, use reasonable noise levels, and comply promptly with any direction from Licensor intended to protect safety, neighboring property owners, or the enjoyment of others.

## **13. Vehicle Parking Guidelines**

\_\_\_\_\_ I understand that if my assigned tailgating space is located along the outer wall of the parking area, I will pull my vehicle forward so that it is within 6 inches of touching the wall. If my space is on the inside, I will pull my vehicle forward until the wheels touch the designated parking stops. My vehicle must fit entirely within the striped boundaries of my assigned space. Oversize vehicles, buses, RVs, trailers, or vehicles occupying more than one space are prohibited unless expressly approved in writing by Licensor.

## **14. Responsibility for Guests and Rule Sharing**

\_\_\_\_\_ I understand that if I allow someone else to use my tailgating space for a game, it is my responsibility to ensure they receive a copy of these rules. I also understand that I am responsible for the actions of my guests while they are on the property, even if I am not present. I acknowledge that the failure of my guests to abide by these rules may result in the revocation of the License and the loss of tailgating parking privileges. For purposes of this Agreement, "guests" includes any family member, invitee, friend, substitute user, or other person entering the property in connection with my parking space.

## **15. Guest Notification (Optional)**

\_\_\_\_\_ While not required, I understand that it is appreciated if I send an email notification to \_\_\_\_\_ from the email address on file for my tailgating space to inform management when I have authorized someone else to use my space for a particular game. Licensor reserves the right to question or refuse entry to any substitute vehicle or user not reasonably identifiable as associated with my space.

## **16. Termination of License**

\_\_\_\_\_ I understand and agree that Licensor may terminate this License in accordance with the following: (a) Termination for Cause (No Refund). Licensor may terminate this License immediately and without refund if, in Licensor's judgement, I or any of my guests engage in serious misconduct, safety violations, property damage, unlawful conduct, repeated violations of this Agreement, abusive behavior toward staff, unauthorized transfer of parking hang tags or wristbands, use of non-designated access points, or conduct inconsistent with the family-friendly standards of the property. Upon such termination, I and my guests must promptly vacate the property and will have no right to renewal. (b) Termination for Operational Reasons (Prorated Refund). Licensor may terminate this License if, in Licensor's judgment, it is necessary to do so for property operations, repairs, construction, safety, legal compliance, or similar reasons unrelated to my misconduct. In that event, I will receive a refund of my prepaid season fee within thirty (30) days, prorated for any remaining regular season home games for which parking will no longer be provided. (c) Effect of Termination. Upon any termination of this License, my right to use the parking space and common areas under this Agreement shall end, and I will have no further rights except for any refund expressly provided in subsection (b) above.

## **17. Scope of Agreement (Regular Season Home Games Only)**

\_\_\_\_\_ I understand that the License is solely for the Clemson Tiger football team's regular 2026 season home games. Parking access or permission is not granted under the Agreement for any other events, including but not limited to spring football games, away games, neutral site games, or any other activities occurring at the stadium or elsewhere. Post-season, conference championship, playoff, bowl, concert(s), and special event parking are expressly excluded unless separately offered by Licensor in writing.

## **18. Season Fee; Renewal Priority**

\_\_\_\_\_ I understand that the season license fee for the 2026 football season is payable in full in advance on or before June 30<sup>th</sup>, 2026. Provided that I comply with this Agreement in all material respects, I will receive the first opportunity to renew my space for the following football season at the price and on the terms established by Licensor for that season. Renewal rights are personal to me, are not transferable, and expire if payment is not received by the deadline stated in the renewal notice.

## **19. No Bailment; Vehicle and Personal Property Risk**

\_\_\_\_\_ I understand that Licensor is providing only a parking and tailgating license and is not taking custody of, storing, or safeguarding my vehicle or other property. No bailment is created. I park and use the property at my own risk. Licensor is not responsible for theft, loss, vandalism, weather damage, or other damage to any vehicle or personal property, except to the extent caused by Licensor's gross negligence or willful misconduct.

## **20. Assumption of Risk; Release; Indemnity**

\_\_\_\_\_ I understand that tailgating and game day parking involve inherent risks, including vehicle traffic, crowds, slips and falls, food preparation, grills, weather, and the acts of other guests. On behalf of myself and my guests, I

voluntarily assume those risks. To the fullest extent permitted by law, I release Licensor and its members, managers, officers, employees, agents, and representatives from claims arising from my or my guests' use of the property, except to the extent caused by their gross negligence or willful misconduct. I agree to defend, indemnify, and hold them harmless from claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising from my or my guests' use of the property or breach of this Agreement.

## **21. Alcohol, Conduct, and Noise**

\_\_\_\_\_ I will comply with all applicable laws and regulations. Licensor does not provide, sell, or serve alcoholic beverages. Any alcohol consumption by me or my guests shall be lawful, responsible, and confined to my designated tailgating area. Glass containers, kegs, drinking games, devices intended to accelerate alcohol consumption, disorderly conduct, abusive language, underage drinking, illegal substances, and any conduct creating an unsafe or excessively loud environment are prohibited.

## **22. Tents, Equipment, and Safety**

\_\_\_\_\_ Tents, canopies, tables, chairs, coolers, and other tailgating equipment must remain within the boundaries of my designated area and may not block drive aisles, fire lanes, entrances, exits, walkways, or neighboring spaces. All equipment must be safely secured. Generators are prohibited unless expressly approved by Licensor. Licensor may require the immediate removal of any item it considers unsafe, disruptive, or inconsistent with the intended family-friendly environment.

## **23. Designated Access Areas Only**

\_\_\_\_\_ I understand that all tailgaters and guests associated with my parking space must enter and exit the tailgating area only through the established and designated access areas identified by Licensor. Entry or exit by climbing over or through fences, walls, railings, barriers, landscaping, or by using any other non-designated access point is strictly prohibited. I understand that I am responsible for ensuring that my guests comply with this requirement. If I or any of my guests enter or attempt to enter the tailgating area through any non-designated access point, Licensor may revoke my parking and tailgating privileges.

## **24. Game Changes; Force Majeure**

\_\_\_\_\_ I understand that game dates and times may change and that weather, public safety concerns, acts of God, governmental action, or decisions by Clemson University, the ACC, the NCAA, or other governing authorities may delay, reschedule, or cancel a game. Licensor shall not be liable for consequential damages, travel costs, hotel costs, or other losses arising from such events. Refunds or credits for postponed or cancelled games shall be provided only if and to the extent Licensor elects to do so in its sole discretion, except where otherwise required by law.

## **25. Jury Trial Waiver**

\_\_\_\_\_ **BY SIGNING THIS AGREEMENT, LICENSOR AND LICENSEE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION,**

**PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY. ANY SUCH DISPUTE SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY IN A COURT OF COMPETENT JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT.**

## **26. Governing Law; Venue; Entire Agreement**

\_\_\_\_\_ This Agreement is governed by the laws of the State of South Carolina, without regard to conflict-of-law principles. Any action or proceeding arising out of or relating to this Agreement or Licensee's use of the property shall be brought exclusively in the state courts located in Pickens County, South Carolina, and the parties consent to the jurisdiction and venue of such courts. The parties acknowledge the separate Jury Trial Waiver provision in this Agreement and agree that any such action or proceeding shall be tried before a judge sitting without a jury in accordance with that waiver. This Agreement constitutes the entire agreement between the parties concerning its subject matter and may be amended only in a writing signed by Licensor. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

## **27. Questions**

\_\_\_\_\_ I understand that any questions regarding the License should be directed to \_\_\_\_\_.

## **Signature block**

### **Acknowledgement and Agreement**

By signing below, I, the undersigned Tailgater, hereby acknowledge that I have carefully read and fully understand all of the provisions outlined in this Game Day Tailgating Parking License Agreement and the associated Memorandum of Understanding for the 2026 Football Season. I agree to abide by all of these rules and regulations, and I understand that this constitutes a binding agreement.

Licensee:

Licensee Name (Print): \_\_\_\_\_

Licensee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parking Space Number: \_\_\_\_\_

Email Address on File: \_\_\_\_\_

Licensor:

\_\_\_\_\_

By: \_\_\_\_\_