

FORT VALLEY STATE UNIVERSITY
TAILGATING AGREEMENT

This Tailgating Agreement (hereinafter "Agreement") is made on this _____ day of _____, 20____ between Fort Valley State University, as a system institution of the University System of Georgia (hereinafter "University") and _____ (hereinafter "Licensee" and collectively "Parties") for the use of one designated parking space number _____ within the tailgating area (herein after "Tailgating Area"). It is mutually agreed between the Parties as follows:

1. **Parking Fee.** Licensee shall pay the sum of \$_____ payable in full upon the signing of this Agreement. Please see attached Tailgating Fee Schedule that is hereby attached and incorporated by reference.

2. **Parking Rights.** Licensee shall be entitled to the use of a designated parking space in the Tailgating Area during "Game Periods" only. "Game Periods" shall mean for purposes of regular season games to be the time commencing at 11:00 a.m. on the day of the game and terminating at 6:00pm. "Game Periods" shall mean for purposes of the Homecoming Game to be the time commencing on the Thursday before the game at 8:00 p.m. and terminating on Sunday after the game at 9:00am. Licensee shall have no right to enter or remain in the Tailgating Area at any other times. This agreement restricts the right to sell unless a vendor agreement has been signed.

3. **Permitted Vehicles.** An RV, automobile, minivan, conversion van, pickup truck or utility truck not greater than 18 feet long, 10 feet high and 8 feet wide (hereinafter "Permitted Vehicle"). The parking rights granted herein shall be restricted to the use of a Permitted Vehicle.

4. **Parking Spaces.** Prior to the commencement of the Game Period, Licensee shall be provided with a "Permit". No Permitted Vehicle shall be permitted to enter the Tailgating Area without a Permit, which shall be always displayed on Licensee's dashboard or front window. University may tow away, or cause to be towed away, at the expense of the Licensee, any Permitted Vehicle remaining in the Tailgating Area after a Game Period or any Permitted Vehicle which does not have the Permit always attached to its dashboard or front window while in the Tailgating Area.

5. **Rules and Regulations.** Licensee agrees to abide by the 2021 FVSU Tailgating Policy and Rules that is hereby attached and incorporated by reference. Licensee agrees to abide by such other rules and regulations as may be established from time to time by University relating to the use of the Permit and the Tailgating Area.

6. **Termination of Parking Rights.** University reserves the right to terminate this Agreement, and Licensee's right to the use of the Tailgating Area, if the behavior of Licensee, or Licensee's guests, is deemed to be unacceptable by University, in its sole discretion. In the event of such termination, University shall refund the unused portion of Licensee's parking fee payment.

7. **Indemnity.** You hereby release, and agree to indemnify and hold harmless the University, its regents, trustees, officers, agents, employees, and all others acting on the University's behalf,

from any and all responsibility, liability injuries or damages resulting from, or in any way arising out of or connected with, your use of the Tailgating Area, unless said persons are grossly negligent.

8. **Governing Law.** The laws of the state of Georgia shall govern this Agreement, without reference to conflict of law provisions. The proper venue for any claims or causes of action that arise from this Agreement shall be in the Superior Court of Peach County or any other court in Georgia of competent jurisdiction, if the dispute cannot be resolved informally.

9. **Assignment/Transfer.** This Agreement cannot be assigned or transferred without the written consent of the University. Any attempted assignment or delegation without such consent shall be VOID.

10. **Waiver.** A failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of the University's right to later enforce that obligation, right, or remedy against you. A waiver of a particular obligation in one circumstance will not prevent the University from subsequently requiring you to comply with all other provisions of this Agreement.

11. **Severability.** If any provision of this contract is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, such provision is fully severable, and will not affect the validity of any other provision of this agreement.

12. **Headings.** Headings used herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

13. **Signatory Authority.** All signatories to this Agreement hereby certify that they are authorized to legally bind their respective entities through the signing of this Agreement.

14. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter, and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

15. **Cancellation Policy.** No refunds will be issued once purchase has been made.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

For Fort Valley State University:

Printed Name

Signature

Title

Date

Licensee:

Printed Name

Signature

Address

Phone Number

Date