

**2020 JAGUAR FOOTBALL SEASON
TAILGATE PARKING SPACE USAGE AGREEMENT**

KANTA, INC., a Florida corporation ("Kanta"), hereby licenses to the undersigned ("Licensee"), the use of one designated parking space #_____ within the parking lot located at Haines and Church Streets, Jacksonville, Florida ("the Parking Facility"), subject to the following conditions:

1. **Parking Fee.** Licensee shall pay the sum of \$_____ payable in full upon the signing of this Agreement, together with all sales and use taxes applicable thereto.

2. **Parking Rights.** Licensee shall be entitled to the use of a designated parking space in the Parking Facility during "Game Periods" only. "Game Periods" shall mean the time period commencing four (4) hours prior to and terminating four (4) hours following the conclusion of each Jacksonville Jaguars home football game during the 2020 National Football League Exhibition and Regular Season only. (Does not include parking for playoff games). Licensee shall have no right to enter or remain in the Parking Facility at any other times. This agreement restricts the right to sell, unless a vendor agreement has been signed.

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

4. **Parking Spaces.** Prior to the commencement of the first Game Period, Licensee shall be provided with a "Permit". No vehicle shall be permitted to enter the Parking Facility without a Permit, which shall be attached to the rear-view mirror of each Permitted Vehicle at all times while the Permitted Vehicle is in the Parking Facility. Kanta may tow away, or cause to be towed away, at the expense of the Licensee, any Permitted Vehicle remaining in the Parking Facility after a Game Period or any Permitted Vehicle which does not have the Permit attached to its rear-view mirror at all times while in the Parking Facility.

5. **Rules and Regulations.** No signs shall be placed on the Parking Facility without the prior written approval of Kanta. Trash shall be deposited in receptacles provided on the Parking Facility by Kanta or shall be removed from the Parking Facility by the Licensee. Excessively loud noise and use of large speakers is prohibited. Licensee agrees to abide by such other rules and regulations as may be established from time to time by Kanta relating to the use of the Permit and the Parking Facility.

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

7. **Assigned Parking Space.** Licensee shall be entitled to use of parking space number _____ during the term of this Agreement. Provided that if Licensee has not parked in the assigned parking space at least one-half hour prior to game time, Kanta may rent such space to another customer, but will use its best efforts to find another parking space for Licensee on the Parking Facility.

8. **Parking Tags.** If Licensee loses the rear-view mirror parking tag, **there will be a \$20.00 charge for a replacement tag.** Parking tags that have been temporarily misplaced or forgotten will be given a temporary tag **at a cost of \$10.00 per game.**

9. **Property Damage or Personal Injury.** Licensee acknowledges that its use of the Parking Facility shall be at its sole risk without any obligation or responsibility on the part of Kanta other than to make one designated parking space available to Licensee as provided for in this Agreement. Neither Kanta, nor the owner of the Parking Facility, shall be liable for loss of or damage to a vehicle, or its contents, by reason of fire, theft, collision or other cause, or for death of or injury to Licensee or Licensees guests. Kanta assumes no responsibility for the security of Licensee's vehicle, or for the conduct of any other person using the Parking Facility. Licensee agrees to indemnify and save harmless Kanta, and the owner of the real property where the Parking Facility is located, from and against all loss, damage or injury to any person (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with the use of the Parking Facility by Licensee. In case of emergency or out of control situation, designated parking may not be available, then Kanta reserves the right to give a parking other than designated parking.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between Kanta and the Licensee, and there are no agreements, conditions or understandings, either oral or written, between them other than those set forth herein.

11. **Binding Effect.** Upon signature of this Agreement by Licensee, together with payment in full of the parking fee provided for in Section 1 above, and upon the counter-signature of Kanta, this Agreement shall become effective and binding upon the parties, their legal representatives, heirs, successors and assigns.

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

COVID-19 Addendum. If, for any circumstance, the NFL or Jacksonville Jaguar Associations, cancel a game and it cannot be replayed, or prohibit attendance to any game due to the COVID-19 pandemic, Kanta will issue a pro-rated refund for each game, minus a **5.0% service charge.**

Dated: _____, 2020.

KANTA, INC.

By: _____

LICENSEE:

By: _____

Print Name _____

Address: _____

Home Telephone #: _____

Work Telephone #: _____

Mobile #: _____

E-Mail: _____

PLEASE SIGN AND RETURN ONE (1) COPY OF THIS CONTRACT WITH YOUR PAYMENT. FAILURE TO RETURN BY AUGUST 2nd, 2020 WITH PAYMENT WILL RESULT IN A \$25 FEE OR CANCELLATION OF THIS AGREEMENT. MAKE CHECKS PAYABLE TO:

TAILGATE BAR & GRILL
441 HAINES STREET
JACKSONVILLE, FLORIDA 32202
E-Mail: tailgateparking@gmail.com
www.tailgatebarandgrill.com - (904) 353-8231