

GAME DAY PARKING LICENSE AGREEMENT

This Agreement is made on _____, 2026 between Crimson Lots LLC ("Operator") and the property owner identified below ("Owner"), and includes the Terms & Conditions printed on the reverse side, which are part of this Agreement.

OWNER & PROPERTY

Owner name: _____ Phone: _____

Property address: _____ Email: _____

Preferred payment: ☐ Venmo: _____ ☐ Check ☐ Cash

TERM

The 2026 Indiana University home football season; Operator holds an option to renew for the 2027 season (Terms §14).

THE DEAL

Approved parking area: ☐ Driveway ☐ Yard / grass ☐ Other: _____

Total spaces in Approved Area: _____ Owner reserves _____ of these; the rest are Operator's to sell (§3)

Fee per regular game: \$ _____ Fee per premium game: \$ _____

Premium games for 2026 (opponents / dates): _____

Games not listed here are regular games unless both parties later confirm otherwise in writing (Terms §2).

Volume kicker (optional): additional \$ _____ per car beyond _____ cars

Tailgating on the property: ☐ Not permitted (park-and-walk only) ☐ Permitted — additional \$ _____ per game

Owner-disclosed hazards / no-park zones (Terms §11): ☐ None disclosed

PAYMENT & ACTIVATION

Operator activates each game by paying the game fee at least **48 hours before scheduled kickoff** (Terms §2). If a game is not activated, no fee is owed and Owner may use their spaces that day — or personally sell parking themselves (Terms §§2–3).

OPERATOR'S STANDING COMMITMENTS

- Attendant on site during operating hours
- License-plate photo of every entering vehicle
- Property inspected & cleaned after each game
- Operator never sells or furnishes alcohol
- Self-park only — no keys ever taken
- Property photographed before & after each game
- Towing handled by Operator at no cost to Owner
- Liability insurance — Owner named additional insured (§7)

Each party has read **both sides** of this Agreement, including the fixed damage-remedy schedule (Terms §8), the **limitation of liability and insurance-only recourse (Terms §9)**, and the insurance disclosure (Terms §11).

OWNER

Signature _____

Printed name _____

Date _____

CRIMSON LOTS LLC

By (signature) _____

Printed name & title _____

Date _____ Operator cell: _____

1. License, Not a Lease. Owner grants Operator a license — revocable only as provided in Section 14, and irrevocable as to any Activated game — to use the parking area identified on the front of this Agreement (the “Approved Area”) for vehicle parking on Activated game days only, from four (4) hours before scheduled kickoff until two (2) hours after the game ends, unless otherwise agreed for a given game. This is a license for event-day use, not a lease; it conveys no possessory or leasehold interest and creates no landlord-tenant relationship. Nothing in this Agreement grants continuous occupancy of any part of the Property.

2. Activation and Payment. A home game becomes “Activated” only when Operator pays Owner the applicable game fee at least 48 hours before that game’s scheduled kickoff, by the payment method shown on the front. No game may be Activated unless the insurance certificate required by Section 7 has been delivered and the coverage is in force. If Operator does not activate a game, no fee is owed for that game, Owner may use or personally offer Owner’s spaces for that game day, and this Agreement otherwise continues. “Premium games” are the games listed as premium on the front at signing; additional games may be designated premium only by written confirmation of both parties (text messages suffice) at or before that game’s activation. Once a game is Activated, its fee is non-refundable and is not reduced by weather, attendance, kickoff-time changes, or the number of cars actually parked — except that if an Activated game is cancelled or moved away from Memorial Stadium, Owner will promptly refund the fee or, at Operator’s election, credit it to the next home game, and that game is then treated as not Activated. If, after a game is Activated, Owner revokes access, fails to keep the Approved Area clear and accessible, or otherwise prevents or materially impairs the parking operation, Owner will within seven (7) days refund that game’s fee and pay Operator an additional amount equal to that game’s fee as liquidated damages, the parties agreeing that Operator’s lost customer revenue is difficult to measure; this remedy is an exception to Section 9, and Section 13’s cure period does not apply to game-day interference.

3. Exclusivity. On Activated game days, all spaces in the Approved Area other than Owner’s reserved spaces are exclusively Operator’s to offer. During the Term, Owner will not engage or permit any other commercial parking operator or reseller at the Property, and will not offer paid parking at the Property except personally on non-Activated game days. Owner’s reserved spaces are for personal and guest use, not for sale.

4. Operations. All vehicles self-park. Operator never takes possession of any vehicle or its keys, and no bailment is created — between Operator and any vehicle owner, or between Owner and any vehicle owner — by parking under this Agreement. Operator will staff the Approved Area with an attendant during arrival and departure windows, photograph the license plate of each entering vehicle, and photograph the Approved Area and adjacent frontage before and after each Activated game (the “Condition Photos”). Operator will share the relevant Condition Photos with Owner on request. Operator will keep vehicles out of any no-park zones noted on the front of this Agreement. Operator’s staff will not direct traffic on public roads. Operator will remove parking-related litter from the Approved Area and adjacent frontage after each Activated game.

5. Tailgating and Alcohol. Unless the tailgating box on the front is checked, the Approved Area is park-and-walk only: no tailgating, grilling, open flames, or alcohol consumption. Where tailgating is permitted, it is subject to Operator’s posted rules and ends at kickoff. In all cases, Operator does not sell, serve, or furnish alcohol to anyone, and Owner agrees not to furnish alcohol to parking customers.

6. Towing. Owner authorizes Operator to post towing signage complying with Indiana law and, acting as Owner’s agent, to arrange removal of unauthorized or overstaying vehicles in accordance with Indiana law (IC 9-22-1), at no cost to Owner. Upon Owner’s request, Operator will promptly arrange removal of any customer vehicle blocking Owner’s access, at no cost to Owner. Vehicles remaining past the deadline stated on Operator’s posted signage and customer ticket (12:00 noon on the Sunday following a game) may be removed at the vehicle owner’s expense, subject to the notice and timing requirements of Indiana law.

7. Insurance. Operator will maintain commercial general liability insurance of at least \$1,000,000 per occurrence covering its operations at the Property, will name Owner as an additional insured, and will deliver a certificate of insurance to Owner before the first Activated game. No game may be Activated while that certificate is undelivered or the coverage is not in force (Section 2), and Operator will promptly notify Owner if the coverage lapses or is cancelled.

8. Property Damage — Fixed Remedy Schedule. Damage to the Property occurring during the parking operation on an Activated game day — whether caused by Operator, its staff, or a parking customer’s vehicle — and verified as provided below, is settled at the following fixed amounts, or repaired by Operator to substantially prior condition at Operator’s election, within seven (7) days of verification: lawn/turf damage \$100 per affected area (maximum \$400 per game); mailbox \$150; sprinkler head \$75; landscape light \$50; garden bed \$100; standard window pane \$250; trash or recycling bin \$75; any other verified item at its actual, reasonable repair cost up to \$300 per item and \$600 total per game for such other items. Verification: Owner reports the damage with photographs within 48 hours after the game, measured against the Condition Photos; Owner’s own photographs are equally admissible. Upon paying or repairing under this Section, Operator is subrogated to Owner’s claim against any responsible driver. Damage exceeding the scheduled amounts that is caused by an identified customer vehicle is the responsibility of that driver and the driver’s auto liability insurance; Operator will provide the relevant plate photos and reasonable assistance. Excluded: conditions existing before the Activated game day as shown by the Condition Photos, and damage to subsurface or concealed installations (such as irrigation lines or septic components) not disclosed on the front of this Agreement.

9. Limitation of Liability; Insurance Recourse. The parties intend that claims exceeding the Fixed Remedy Schedule be covered by insurance rather than personal payment. Except for amounts due under Section 8 and the interference remedy in Section 2, Owner’s sole recourse against Operator for claims arising out of the parking operation — INCLUDING CLAIMS BASED ON OPERATOR’S OWN NEGLIGENCE, and including any claim arising from bodily injury to third parties at the Property — shall be to the proceeds of Operator’s liability insurance under Section 7. To the maximum extent permitted by law, Operator’s aggregate liability to Owner not covered by insurance, again including claims based on Operator’s own negligence, shall not exceed the total fees paid and payable to Owner for the then-current season, and neither party is liable to the other for indirect, incidental, or consequential damages. Nothing in this Section limits liability for fraud, gross negligence, or willful misconduct, or affects the rights of persons who are not parties to this Agreement.

10. Indemnification. Subject to Section 9, Operator will defend, indemnify, and hold Owner harmless from third-party claims, damages, and reasonable attorney fees arising out of Operator’s parking operations at the Property on Activated game days, except to the extent caused by Owner’s negligence or willful acts, or by a hazardous condition of the Property that Owner knew of and did not disclose under Section 11. Operator’s obligations under this Section are satisfied first from the proceeds of Operator’s liability insurance.

11. Owner Responsibilities; Insurance Disclosure. On Activated game days Owner will keep the Approved Area accessible and clear of Owner’s vehicles (other than reserved spaces). Owner has disclosed known hazards (such as septic fields, irrigation lines, or chronically soft ground) in the space provided on the front of this Agreement, and will promptly disclose any later-discovered hazard. OWNER ACKNOWLEDGES: standard homeowner’s insurance policies commonly exclude business or commercial activity conducted on the premises. The additional-insured certificate under Section 7 is intended to address liability arising from the parking operation; Owner is encouraged to confirm coverage questions with Owner’s own insurance agent.

12. Ground Conditions. Operator may decline to park vehicles on grass or soft ground when conditions risk damage to the Property. This does not reduce the fee for an Activated game.

13. Notice and Cure; Governing Law. Before pursuing any legal remedy, the complaining party will give the other written notice of the issue (text message or email is sufficient) and ten (10) days to cure it. This Agreement is governed by Indiana law; venue for any dispute lies in the courts of Monroe County, Indiana.

14. Termination and Renewal. Either party may terminate this Agreement by written notice. Operator’s termination takes effect immediately; Owner’s takes effect seven (7) days after notice — in each case any already-Activated game is honored and performed. No termination penalty applies. If Owner terminates during the 2026 season, Owner will not engage or permit any other commercial parking operator or reseller at the Property for the remainder of that season. Operator may renew this Agreement for the 2027 IU home football season on identical terms by written notice to Owner on or before June 1, 2027; this renewal option, and Sections 8 through 11 and 13 as to events during the Term, survive expiration of the 2026 season, but the renewal option does not survive termination under this Section. If Operator does not give renewal notice, this Agreement ends.

15. General. This Agreement (both sides of this form) is the entire agreement between the parties and replaces prior discussions. Amendments must be in writing signed or expressly confirmed by both parties (confirmed text messages suffice). If any provision is unenforceable, the remainder stands. A party’s failure to enforce a provision is not a waiver. Operator may assign this Agreement to a successor or affiliated entity that assumes its obligations, with written notice to Owner. Notices go to the phone numbers or email addresses on the front. Each signed carbonless copy of this Agreement is an original.

16. Authority. Each signer represents that they have authority to bind their party, and Owner represents that Owner owns or lawfully controls the Property and has the right to grant this license.