

## GENERAL TERMS AND CONDITIONS FOR USE OF UNIVERSITY SPACE

### Definitions:

- **Agreement.** The terms of these General Terms and Conditions for Use of University Space, the Facilities and Grounds Policy, all terms of the applicable form under which You are seeking registration of an Event (including Grounds Use Permit and other forms of the Facilities and Grounds Department; the UA Online Event Planning Form; and/or other Student Life forms); any Permissive Use Agreement created for use of the space, and all applicable University policies and procedures incorporated therein and applicable thereto.
- **Event.** Any Event or activity requiring registration pursuant to Section E. of the UA Facility and Grounds Use Policy.
- **Premises.** The specific location on UA property at which Your Event is authorized by UA to take place.
- **You or Your.** The group, organization, entity or person requesting permission to hold an Event. The signatory signing the permit application or registration form represents and warrants that they have full authority to enter all terms of the Agreement. If You are a group, organization, or other entity, the individual signatory further represents that no further approvals are necessary to authorize their signature. The individual signing will assume personal liability for the Agreement should the group, organization or entity contest such authority or should the group, organization or entity fail to comply with all of the terms and conditions.
- **UA.** The Board of Trustees of the University of Alabama, by and on behalf of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama.
- **GUP form.** Collectively, the Grounds Use Permit and other forms of the Grounds Department; UA Online Event Planning Form; and/or other Student Life forms.

### Agreement:

You agree to comply with the following general terms and conditions, in addition to all other terms of the Agreement, as a requirement for holding your Event on the Premises of UA:

1. **Use of Premises.** UA may grant and give its consent and permission for You to use and occupy the Premises, for the described Event, at the date and time specifically described in Your approved GUP form. UA's consent and permission is given subject to and dependent upon You complying with the Agreement. You are limited to the number of persons allowed by UA for the Event. You will take good care of the Premises, and return the Premises in as good a condition as when received. Your Event is restricted to the approved Premises. Any unauthorized use of other areas will constitute trespass and may be subject to prosecution; at a minimum, You will incur additional charges for cleanup and damages for any such unauthorized use.
2. **Charges.** The use of certain Premises may require You to pay a reasonable charge to occupy the space. Any such charge would be noted on the University's Facilities and Grounds Use webpage and/or in the reservation policy for the applicable space. All such charges must be paid in full prior to the Event registration. In addition, You are also responsible for all reasonable costs of supplies and materials for your Event, required personnel, extra charges related to setup or cleanup as described below, costs of insurance, costs of food, beverages, alcohol, and catering, and any and all reasonable costs of damage to UA property.
3. **Supplies and Materials.** All supplies and materials required to conduct the Event must be furnished by You at Your cost, except as specifically agreed otherwise in writing by UA. UA may impose additional charges for video or PA setup, or other technical services. Requests for those services must be made in advance.
4. **Personnel & Security.** You must furnish all personnel necessary to conduct and supervise the Event. UA may, in its sole discretion and at its expense, elect to supplement Your personnel with University of Alabama Police Department (UAPD) personnel in the interest of protecting the health and safety of the campus community and/or

UA property. You must ensure that only those individuals who are Your guests are allowed to enter the Premises. All children shall be accompanied by a parent or an adequate number of supervising and responsible adults, and, if applicable, You agree to comply with UA's policies related to youth protection. You are responsible for all acts and omissions of personnel obtained by You.

**5. Set Up, Clean-Up, and Care of Facility.** Unless otherwise agreed in writing by UA, You are responsible for all set-up, take-down, and clean-up services in connection with the Event, including all decorations, food, beverages, merchandise, and collection of trash and wares. You agree to pay for all repairs (including any repairs to sewer or irrigation) and cleaning that result from the neglect, use or abuse of the Premises by You or any of Your employees, invitees, guests, or others. You are not allowed to toss or distribute seeds, rice, or confetti at an Event.

**6. Insurance.** Unless granted a specific exception by UA as noted below, You must provide to UA a certificate of liability insurance from a carrier acceptable to UA with an A.M. Best rating of A - VII or higher, as evidence of general liability insurance coverage for the use of the Premises and the Event. This insurance shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. The general liability insurance policy must name The Board of Trustees of the University of Alabama, its agents, officers, and employees, as additional insureds. Insurance shall be in the following minimum amounts: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Depending on factors such as the location of the Event, size of the Event, duration and timing of the Event, presence of alcohol at the Event, format of the Event, and the presence of other reasonable and objectively acknowledgeable risks involved with Your proposed Event, UA may require an additional amount of coverage, or may accept a reduced amount of coverage or no insurance. Any limitation or exemption of coverage, however, must be obtained in writing from the University's Office of Risk Management.

**7. Catering.** You (and any approved outside caterer) shall comply with the licensure and insurance requirements and obligations of the Outside Vendor Catering Program. Food, beverages, and catering shall not be allowed unless approved by UA in a separate writing made a part hereof. To the extent allowed, You shall be responsible for paying all costs of food, beverages, and catering, which includes, but is not limited to, costs associated with preparation and clean-up. All preparation and service of food and drinks that are not prepackaged must be by a caterer who is licensed and insured in compliance with UA's catering licensing program. You shall be responsible for making all necessary arrangements with the caterer, and paying all expenses and charges of the caterer. Neither You nor any caterer has a right to operate concessions for food, beverages, or officially licensed University merchandise; all such rights are reserved to UA, unless prior approval is received in accordance with UA policy. In addition to the other indemnification obligations set forth in this Agreement, You will indemnify UA for any claims, losses, or demands made by a caterer against UA arising from or relating to the Event.

**8. Alcohol.** You may request that alcohol be allowed at the Event. If alcohol is approved, you agree to comply with the University Drug-Free Campus and Workplace Policy as well as all applicable laws and regulations, including open container laws and laws regarding consumption or possession by minors. You will make available alternative transportation for all intoxicated drivers. Student organizations must abide by all provisions of the University's Alcohol and Other Drug Policy and Social Event Guidelines, the terms of which are incorporated herein. UA may grant or deny requests for alcohol in its sole and absolute discretion. UA does not assume any responsibility or liability for ensuring that You, Your Event, or Your guests/attendees follow applicable laws and regulations regarding alcohol.

**9. Parking Regulations.** You and your employees, invitees, and guests must become familiar with, and comply with, all UA parking regulations and rules. No dedicated or reserved parking spaces are available to You for the Event, unless UA specifically agrees to the same in writing.

**10. AS-IS /Condition of Premises.** UA makes no warranties or representations regarding the Premises, nor any representations or warranties that the Premises are well suited or fit for a particular purpose or Event. The

Premises are provided in an **AS IS** condition. You must examine the Premises prior to the Event and You assume all risks of Your use of the Premises.

**11. Laws, Rules, Regulations, Policies, and Procedures.** You must comply with all laws, orders, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UA and its officials, and applicable laws regarding equal access and nondiscrimination, such as the Americans with Disabilities Act.

**12. No Assignment and Subletting.** You may not assign or sublet the Premises, or any part thereof, without the express written consent of UA. The permission granted under the Agreement is personal to You.

**13. Indemnification.** You hereby agree to indemnify, hold harmless and defend UA, its affiliated entities, UA vendors and contractors rendering services to You in conjunction with the Event or your use of the Premises, and each of their respective trustees, directors, officers, employees, and agents, from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of You, any of Your contractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, Your use of the Premises and conduct of the Event. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions.

**14. Additional Liability.** You agree to return the Premises to pre-Event conditions. In the event you fail to return the Premises to pre-Event conditions, you agree to be liable for the reasonable costs of clean-up, damages, repairs, and/or replacement of any damage to the Premises or UA property arising out of Your or Your contractors', invitees', guests', employees', agents' or others' use of the Premises or conduct of the Event. This shall apply to any negligent (including strict liability), wanton or intentional act or omission of You or any of Your contractors, invitees, guests, employees, agents, or others. UA may calculate the reasonable cost of repairing said damage, including labor charges that may include overtime. You also agree to reimburse UA for any loss of revenues and/or expenses incurred when damage to the Premises results in the cancellation, reduced attendance, or relocation of future, income generating activities.

For University organizations and departments and registered student organizations, the damages assessed by the University will be deducted from the University Account number that the organization or department provides on its GUP.

Individual faculty and staff members holding Events agree to be personally responsible for damages arising therefrom. In the event of damages, UA will provide the faculty or staff member with an invoice itemizing the amounts owed. If the faculty or staff member fails to pay the invoiced amount within seven (7) days of it being issued, the invoiced amount will be satisfied by payroll deduction (including a lump sum deduction) and by any other method allowed by law.

Individual students holding Events agree to be personally responsible for damages arising therefrom. In the event of damages, UA will provide the student with an invoice itemizing the amounts owed. If the student fails to pay the invoiced amount within seven (7) calendar days of it being issued, the invoiced amount will be charged to the Student's account (and, thereby, subject to the terms and conditions regarding unpaid student accounts). UA may also pursue collection of these amounts from a student by any other method allowed by law.

**15. Governing Law.** Your use of the Premises, this Agreement, and any disputes, shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against UA shall be submitted to the Alabama State Board of Adjustment. UA does not

waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the board of adjustment, shall be in the Circuit Court of Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama, Western Division.

**16. Termination by UA.** UA shall have the right to withdraw and terminate the permission hereby given at any time without prior notice if You breach or fail to comply with or abide by any of the terms and conditions in the Agreement. Upon any such termination, You agree to promptly vacate the Premises and cease conduct of the Event. You further acknowledge that the primary function for which the Premises exist is the conduct of events and functions of UA. Accordingly, UA reserves the right, at any time prior to the Event, to cancel this Agreement and refund all unused charges paid by You. You further agree that in the event of any termination by UA, UA shall have no liability for any direct or consequential damages or loss that You may suffer or incur as a consequence of such termination.

**17. Termination by You.** You may cancel the Event, with a full refund of any unused UA charges, only by sending written notice received by UA no less than thirty (30) days prior to the scheduled Event.

**18. Use for Official UA Function.** In the event that a UA department or division is the user pursuant to this Agreement, then the provisions as to Insurance (§ 6), Indemnity (§ 13), and Additional Liability (§ 14) shall not apply. Payment shall be made by an interdepartmental budget transfer.

**19. Copyright Fees, Royalties, and Licenses.** You are responsible for securing the consent in writing of the owner of any copyrighted material used by You, and hereby agree to indemnify UA for any fees, royalties or licenses in connection therewith.

**20. Force Majeure.** If the Premises are rendered unusable for the Event by reason of Force Majeure, UA and You are released from their obligations hereunder. UA will not be responsible for any damages to You, but You will be entitled to a refund of charges paid and not used. Force majeure shall include fire, earthquake, hurricane, flood, act of God, or war.

**21. No Disruption of UA Functions.** The Premises may not be used in any way, and the Event may not be conducted in any manner, that materially disrupts UA's teaching, research, administrative, service, or other activities or otherwise negatively impacts UA's established significant interests. Reasonable modifications or restrictions may be imposed for health and safety concerns, or other conflicts with UA's educational mission, goals, interests, policies, and procedures. This includes, but is not limited to, modifying, disbanding or relocating an Event or activity that conflicts with previously scheduled events in or around that space or that reasonably creates a health or safety risk to persons or risk to property on campus

**22. No Animals.** With the exception of service animals that are trained to do work or perform tasks for a person with a disability, the use of animals in conjunction with an Event is prohibited without prior written approval from the Office of Facilities and Grounds.

**23. Code of Student Conduct.** Students, student groups and students sponsored by student groups requesting to hold an Event acknowledge that they are subject at all times to the Code of Student Conduct before, during, and after the Event.

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