**PERMISSIVE USE AGREEMENT**

**The University of Alabama**

 The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of The University of Alabama (collectively “UA”) agrees to allow the use of its Facility, on the following terms and conditions. This Reference Page defines certain terms and provisions used throughout the Agreement:

User (Legal/Group Name):

Address:

User Contact:

Event:

Facility:

Number of Participants Allowed or Expected:

Date(s) and Time(s):

Has the Event been approved for Alcohol \_\_\_\_\_\_\_\_\_\_\_\_\_

Check if User will serve Beer\_\_\_\_\_\_ Wine\_\_\_\_\_\_\_\_ Other Alcohol\_\_\_\_\_\_\_\_\_

Caterer part of UA licensing program being used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charges (**These must be paid in full at time of Agreement**):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supplies, Equipment, and Materials to be furnished by UA (if any):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special Provisions:

Insurance Received:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. A copy of the certificate of insurance in compliance with Section 7 herein must be furnished by User and any approved outsider caterer.

By signing below, User agrees to the terms of this Agreement, including specifically the “General Terms and Conditions” attached hereto and incorporated herein.

**USER: BOARD OF TRUSTEES OF THE**

 **UNIVERSITY OF ALABAMA:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**General Terms and Conditions of Permissive Use Agreement**

 **1. Use of Premises**. UA hereby grants and gives its consent and permission for User[[1]](#footnote-1) to use and occupy the described Facility, for the described Event, at the specifically described Date(s) and Time(s). UA’s consent and permission is given subject to and dependent upon User agreeing to and complying with all terms and conditions of this Permissive Use Agreement (hereinafter “Agreement”). User has no right to use any additional UA facilities under the terms of this Agreement. Further, the Facility is limited to use by the Number of Persons Allowed at the event, as defined on the Reference Page. User will take good care of the Facility, and return the Facility in as good a condition as when received. Permissive Use is restricted to the Facility set out on the Reference Page and no other. Any unauthorized access to areas, facilities, or equipment not subject to this Agreement will constitute trespass and may be subject to prosecution; at a minimum, User will incur additional charges for cleanup and damages for any such unauthorized access.

 **2. Charges**. User shall pay all Charges set out on the Reference Page in full at the time that the Agreement is signed. In addition, the User shall be separately responsible for all costs of supplies and materials not furnished by UA, required personnel & security, excessive setup, cleanup, costs of insurance, costs of food, beverages, and catering, and any and all costs of damage to University property.

 **3. Supplies, Materials, and Equipment**. User shall furnish all supplies, materials, and equipment required to conduct the Event, except as specifically agreed otherwise by UA on the Reference Page or an attachment made a part hereof. User understands there will be additional charges for video or PA setup or other technical services. Requests for those services must be made in advance.

 **4. Personnel & Security**. User shall furnish, and be responsible for, all personnel that User deems necessary to conduct the Event. User is responsible for providing all supervision, security, and crowd control personnel who are necessary to protect the Facility and other UA property from any damage or acts of vandalism committed by User or User’s employees, contractors, representatives, vendors, caterers, volunteers, Event participants, invitees, guests, and other individuals associated with User or the Event (collectively “User’s associates”). User is responsible for ensuring User’s associates comply at all times with the terms of this Agreement, including, but not limited to, compliance with all relevant UA policies and procedures. User is also responsible for providing an appropriate number of properly trained personnel to supervise and ensure the safety of User’s associates during the Event. UA may require the User to obtain and furnish, at User’s expense, the presence of off-duty UAPD officers or other security, depending on the type and hours of the Event, for the protection of UA property.  User must ensure that only User’s associates are in the Facility. All children age 15 and younger shall at all times be accompanied by an appropriate number of supervising and responsible adults.

 **5. University Representative**. UA may furnish at least one representative on-site or on-call. User will follow all reasonable instructions and requests of the representative. User acknowledges that the representative owes no duties to protect, supervise, or provide security to User or User’s associates, and neither UA nor its representative assume duties toward User or User’s associates, by the presence of this representative. UA’s representative is present only for the protection of UA’s property and the convenience of UA.

 **6. Set Up, Take-Down, and Cleaning**. UA may provide general set-up and take-down services in connection with the Event. User shall be responsible for all specific set-up, take-down, cleaning (outside and inside the Facility), decorations, and conduct of the Event. UA reserves the right to assert additional charges beyond those on the Reference Page at any time when the User makes unreasonable demands or leaves the Facility in a condition beyond that reasonably expected at an Event of a similar nature. User agrees to pay for all repairs, replacements, and cleaning that result from the improper use, neglect, vandalism, or abuse of the Facility, or other UA facilities or property, by User or User’s associates. User is not allowed to toss seeds, rice, or confetti at the Event. Any such action will result in additional charges.

 **7. Insurance**. Unless granted a specific exception by UA, User (and any approved outsider caterer) shall provide to UA a certificate of liability insurance from a carrier licensed in the State of Alabama and acceptable to UA with a Best’s rating of A-VII or higher, as evidence of insurance coverage for the use of the Facility and the Event. This insurance shall be primary coverage, and unless precluded by law, the insurer shall waive subrogation rights of any injured or damaged person or entity. The insurance must name The Board of Trustees of the University of Alabama, its individual trustees, directors, representatives, agents, officers, and employees, as additional insureds. Insurance shall be in the following minimum amounts (Combined Single Limit): $1,000,000 per occurrence and $2,000,000 annual aggregate. If alcoholic beverages are being sold, the liability insurance must include liquor liability, or, if alcohol is being provided at no charge, host liquor liability must be included. (Additional amounts may be required of User or an outside caterer based upon the Event, in the discretion of UA and/or the University office of risk management).

**8. Catering**. Food, beverages, and catering shall not be allowed unless approved by UA in a separate writing made a part hereof. To the extent allowed, User 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 (see http://riskmanagement.ua.edu/catering.html). User shall be responsible for making all necessary arrangements with the caterer, and paying all expenses and charges of the caterer. Neither User nor any caterer has a right to operate concessions for food, beverages, or officially licensed University merchandise; all such rights are reserved to UA. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify UA for any claims, losses, or demands made by a caterer against UA arising from or relating to the Event.

 **9. Alcohol**. You may request that alcohol be allowed at the Event. If alcohol is approved, you agree to comply with UA’s alcohol policies, applicable laws and regulations, including distribution laws, open container laws, and laws regarding consumption or possession by minors. You will make available alternative transportation for all intoxicated drivers. UA does not assume any responsibility or liability for ensuring that You follow applicable laws and regulations regarding alcohol.

 **10. Parking Regulations**. User shall become aware of, and comply with, all University parking regulations and rules. User and User’s associates shall be subject to those rules and regulations. No dedicated or reserved parking spaces are available. Unless specifically written otherwise above, User is not gaining limited or exclusive access to any parking lots or facilities.

 **11. No Smoking**. The University of Alabama is a smoke-free campus. User shall be assessed additional costs for violation of this provision by any User associate.

 **12. No Obstruction of Signage**. User shall not hang signs, banners, or posters in front of or otherwise obscure any existing signage, commercial or otherwise, that exists at the Facility, nor permit others to do the same, except with prior, written consent of UA. No signage may be attached in any way so as to damage walls or premises.

 **13. AS–IS / Condition of Facility**. UA makes no warranties or representations regarding the Facility, nor any representations or warranties that the Facility is well suited or fit for a particular purpose or Event. The Facility is provided in an **AS IS** condition. User has examined the Facility and accepts the same in the physical condition in which it now exists.

 **14. Licenses, Taxes, Laws, Rules, Regulations, Policies, and Procedures**. User shall comply with all laws, orders, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities. User will comply with all rules, policies and procedures instituted by UA. User agrees to comply with any applicable laws regarding equal access and nondiscrimination, including the Americans with Disabilities Act and Title IX. User further agrees to ensure User and all of User’s associates fully understand and comply with Alabama’s child abuse reporting statutes (Ala. Code § 26-14-1 *et seq*.) and UA’s Child Protection Policy, including reporting any suspected child abuse to UA and the appropriate authorities, which includes, but is not limited to, UAPD. User shall be responsible for acquiring all licenses, permits, and/or authorizations required to undertake the Event, and shall be responsible for paying any and all taxes or government charges related to the Event. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify UA for any fines, penalties, sanctions, violations, claims, losses, or demands associated with User or User associate’s failure to comply with this provision.

 **15. No Assignment and Subletting**. This Agreement is specific to User and is not assignable nor shall the Facility or any part hereof be sublet or used for any purpose without express written consent of UA.

 **16. Indemnification**. User shall indemnify, hold harmless and defend The Board of Trustees of the University of Alabama, its affiliated foundations, 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 User or User’s associates, or which otherwise arises out of, relates to, is connected with or is attributable to this agreement, User’s use of the Facility, or the 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. Further, User’s indemnification obligations as provided for under this Agreement exists even if coverage for these items and/or the conduct from which they arise is excluded under any of User’s policies of insurance or reinsurance or if coverage under these policies has been exhausted. 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.

 **17. Additional User Liability**. In addition to User’s indemnity obligations set forth above, User shall be solely liable for the costs of repair or replacement of any damage to UA or the Facility arising out of User’s use of the Facility or the Event. This shall apply to any negligent (including strict liability), wanton, or intentional act or omission of User or User’s associates. UA shall calculate the cost of repairing/replacing said damage, including labor charges, which may include overtime, and present an invoice for said charges to the User. User shall pay said costs within seven (7) calendar days after presentation of the invoice.

 **18. Access to Facility**. UA and its representatives shall have the right to enter upon the Facility at all reasonable times before, during, and after the Event, for any reasonable purpose. UA retains the right, in its sole discretion, to immediately eject and bar User and/or any of User’s associates from the Facility for just cause, which includes, but is not limited to, a violation of any term or condition of this Agreement.

 **19. No Sponsorship by UA**. User acknowledges that the Event is not sponsored, hosted, or conducted in any way by UA and User agrees to assume all responsibility and liability arising or resulting from its organizing, hosting, sponsoring, advertising, and conducting of the Event. User may not use the logos, indicia, registered symbols, or trademarks of UA without the prior written consent of UA’s licensing director. User will not represent nor imply that the Event is sponsored, hosted, or conducted, in whole or in part, by UA.

 **20. No Waiver**. No delay or omission of the exercise of any right by either party shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to the parties.

 **21. Amendment**. This Agreement may be amended only by a writing duly executed by both parties.

 **22. Counterparts**. This Agreement may be executed in multiple counterparts and by facsimile (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

 **23. Captions**. The paragraph headings of this Agreement are for convenience only and are not intended, and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.

 **24. Governing Law**. This Agreement 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 arising out of this Agreement shall be submitted to the Alabama State Board of Adjustment. UA do not waive and specifically reserves all immunities to which they are 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.

 **25. Termination by University**. UA shall have the right to withdraw and terminate the permission hereby given at any time if User breaches or fails to comply with or abide by any of the terms and conditions herein. Upon any such termination, User shall promptly vacate the Facility and cease conduct of the Event. User further acknowledges that the primary function for which the Facility exists is the conduct of recreational, educational, and other events of UA. Accordingly, UA reserves the right, at any time prior to the Event, to cancel this Agreement and refund all amounts paid by the User. User further agrees that in the event of any termination by UA, UA shall have no liability for any direct or consequential damages or loss that User may suffer or incur as a consequence of such termination.

 **26. Termination by User**. User may cancel this Agreement, with a full refund, only if the Agreement is canceled by written notice received by UA no less than thirty (30) days prior to the scheduled Event.

 **27. Signature Authority**. The signatory for User represents and warrants that he/she has full authority to enter into this Agreement. In the event that the User is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this Agreement. The individual signing will assume personal liability for this Agreement, should the corporate User contest such authority or should the entity otherwise be unable to comply with all of the terms of this Agreement.

 **28. User Property**. UA assumes no responsibility whatsoever, for any property placed in the Facility by User or User’s associates. All charges of UA constitute a first lien against any property of User at the Facility. Further, any property of User or User’s associates that remains at the Facility shall be considered abandoned after ten (10) calendar days and shall become, and remain, the property of UA.

 **29. Copyright Fees, Royalties, and Licenses**. User shall be responsible for securing the assent in writing of the owner of any copyrighted material used by User. User shall be fully responsible, and indemnify UA, for any fees, royalties or licenses in connection therewith.

 **30. Force Majeure**. If the Facility is rendered unusable for the Event by reason of Force Majeure, UA and the User shall be released from their obligations hereunder. UA shall not be responsible for any damages to User, but User shall be entitled to a refund of amounts paid and not used. Force majeure shall mean fire, earthquake, hurricane, tornado, flood, act of God, war, or other cause beyond the control of UA.

 **31. Notices**. All notices to UA must be in writing and directed to: Director of Fraternity & Sorority Life, Ferguson Center 2512, Box 870298, Tuscaloosa, AL 35487. A copy of any legal notice must be addressed to: Office of Counsel, Box 870106, Tuscaloosa, AL 35487. Notices to the User may be directed to the contact set out on the Reference Page.

 **32. No Disruption of UA Functions**. The Facility is primarily intended as a recreational and educational facility for use by UA. The Facility may not be used in any way, and the Event may not be conducted in any manner, that materially disrupts UA’s own teaching, research, administrative, service, or athletic activities. Proposed uses may also be subject to reasonable time, place, and manner restrictions imposed by UA. Restrictions may be imposed for health and safety concerns or other conflicts with UA’s educational mission and goals. UA reserves the right to deny any proposed use or cancel any Agreement, in its sole and exclusive discretion, to the extent allowed by law.

 **33. No Animals.** No animals are permitted in the Facility, with the exception of service animals.

 **34.** **Fees for Participants.** User shall be solely responsible for establishing, billing, and collecting all fees and charges payable by participants in the Event. UA’s Charges are not contingent upon User’s success at collection.

 **35. Transportation and Incidental Services to be Contracted Separately.** User shall be solely responsible for securing transportation and any other necessary and incidental services to be provided to User’s associates in association with the Event. User shall be responsible for any separate charges of Crimson Ride. Should User desire or request UA, Crimson Ride, or others to provide any transportation or other incidental services, User shall separately contract and pay for such services.

 **36. Time Spent by UA Employees in Connection with Event**. It is understood that UA employees involved with the operation of the Event will use leave time when preparing for and conducting the Event.

**37.** **No Sponsorship by Competitors of UA Marketing.** Neither User nor the Event will accept sponsorship from any vendor, business entity, or commercial enterprise that competes in any manner with UA approved marketing. In further explanation, but not limitation thereof, User will not accept services, products, or benefits from vendors, business entities, or commercial enterprises which provide substantially the same type of service, product, or benefit, as vendors, business entities, or commercial enterprises, with which UA, its supporting foundations, or an approved marketing contractor has a current or existing contract, or with which one of the same is actively negotiating such an agreement.

**38. Severability.** All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement. Further, this Agreement may not be construed against the drafting party.

1. “User” refers to the entity identified on the first page of this Agreement and, for purposes of this Agreement, includes that entity and any of its affiliates, subsidiaries, officers, and directors. [↑](#footnote-ref-1)