

**THE UNIVERSITY OF ALABAMA**  
**PERMISSIVE USE AGREEMENT**  
**Reference Page**

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 agrees to allow the use of the Facility named below on the following terms and conditions. This Reference Page defines certain terms and provisions used throughout the Agreement, which also incorporates the attached Terms and Conditions. Each Event/Program will require a separate Permissive Use Agreement. A single Event/Program may reserve multiple locations.

Name of Event/Program:

User (Legal Name of Hosting Entity):

Name of Contact Person:

Phone of Contact Person:

Email of Contact Person:

Name of Greek Facility:

Event Description:

Number of Participants Expected:

Number of Persons Allowed:

**Event start date and time:**

**Event end date and time:**

Will the Event include the sale of alcohol:  Yes  No

Will the Event include the distribution of alcohol (no sales):  Yes  No

If yes, please provide the name of the third party vendor: \_\_\_\_\_

If yes, has the Event been approved for Alcohol by:

House Corporation Board:  Yes  No

ABC Approval:  Yes  No  Pending approval

Check if User will serve Beer  Wine  Other Alcohol

Security personnel are required for events that include the sale or distribution of alcohol. The number of required personnel will be determined by UAs Office of Risk Management upon submission of this document. Please provide the name of the security company: \_\_\_\_\_

Will food be provide:  Yes  No

If yes, please indicate if food will be provided by the kitchen staff, food service provider or outside caterer: \_\_\_\_\_

Is caterer part of UA licensing program:  Yes  No

All caterers must be preapproved for use through the Office of Risk Management’s Outside Catering Program. For a list of caterers, [click here](#)

**Materials or Equipment to be furnished by UA (if any):**

**Charges associated with materials or equipment (must be paid in full at time of agreement):**

**Insurance Requirements**

Insurance will be required in compliance with *the General Terms & Conditions* and must be furnished by any non-UA User and any approved outside caterer fifteen (15) days prior to the Event.

**For UA use only:**

A copy of the certificate of insurance in compliance with Section 7 herein must be furnished by User and any caterer outside UA’s approved Caterer program.

Insurance Received from User: \_\_\_\_\_ Yes \_\_\_\_\_ No

Insurance received from Food Caterer: \_\_\_\_\_ Yes \_\_\_\_\_ No

Insurance received from Third Party Alcohol Vendor: \_\_\_\_\_ Yes \_\_\_\_\_ No

**Special Provisions:**

By signing below, User agrees to the terms of this Agreement, including the “General Terms and Conditions” attached hereto and incorporated herein. Further, signatory for User represents and warrants that they have the full authority to enter this Agreement. To the extent User is an entity external to UA, signatory further represents that no further approvals are necessary for this Agreement. The individual signing will assume personal liability for this Agreement, should the external User contest such authority or should the entity otherwise be unable to comply with all of the terms of this Agreement.

**USER:**

**THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ALABAMA:<sup>1</sup>**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_

<sup>1</sup> A representative of the Board of Trustees is not required to sign the Agreement if the User is an internal UA department, or division.

**THE UNIVERSITY OF ALABAMA**  
**PERMISSIVE USE AGREEMENT**  
**General Terms & Conditions<sup>2</sup>**

1. **Use of Premises.** The Board of Trustees of the University of Alabama, by and through the University of Alabama (collectively “UA” or “The University”) hereby grants and gives its consent and permission for User<sup>3</sup> to use and occupy the described Facility, for the described Event or Program, 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” or “PUA”), which includes these General Terms & Conditions as well as any accompanying Reference Page and supplemental terms or exhibits. User has no right to use any additional facilities of The University of Alabama 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. Unless otherwise expressly agreed to by UA, permissive use is restricted to the Facility set out on the Reference Page and no other. Any unauthorized access to areas, facilities, or equipment 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 unless other payment arrangements are agreed upon in advance by both parties. In addition, the User shall be separately responsible for all costs of supplies and materials not furnished by UA, including any additionally required personnel and/or 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 may be additional charges for equipment usage, video or PA setup, or other technical services. Requests for those services must be made and approved in advance in the “Special Provisions” section of the Reference Page.

4. **Personnel and Security.** User shall furnish, and be responsible for, all personnel that User deems necessary to conduct the Event, including coaches, trainers, instructors, supervisors, counselors, and any other necessary personnel. 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, agents, 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

---

<sup>2</sup> Terms used herein that are not defined, but are identified on the Reference Page, shall have the meanings assigned on the Reference Page, unless the context shall require otherwise.

<sup>3</sup> “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, employees, contractors, representatives, officers, and directors.

obtain and furnish, at User's expense, the presence of off-duty University of Alabama Police Department (UAPD) officers or other security personnel, depending on the type and hours of the Event, for the protection of UA property. UA may also require the User to obtain and furnish, at User's expense, the presence of athletic trainers, depending on the nature of the Event. As noted below in the provision addressing *Youth Program Background Check Process*, UA may require the User to obtain background clearances on some or all of the User's associates, depending on the nature of the Event. User must assure that only User's associates are in the Facility.

5. **University Representative.** UA may furnish at least one representative on-site or on-call. User will follow all reasonable instructions and requests of UA representatives. User acknowledges that the UA 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. The University 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, glitter, or confetti at the Event. Further, User is not allowed to use any balloons, loose glitter, or open flames (except for chafing dish warmers) on campus unless appropriately approved in writing in advance of the Event. Any such actions will result in additional charges.

7. **Insurance.** User (and any approved outside caterer) shall provide to University a certificate of liability insurance from a carrier acceptable to the University with an A.M. Best 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 will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.

At a minimum, the insurance 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: \$1,000,000.00 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 of coverage may be required of User depending on the activities and/or features of the planned event and/or based on the expected attendance or if using an outside caterer based upon the circumstances. The certificate of liability insurance must be received 15 days prior to the Event.

The insurance requirement may be waived or modified. Any request for waiver or modification of the insurance requirements must be made in writing to the University's Office of Risk Management. All insurance requirements set forth herein remain in force until waived or modified in writing by the University's Office of Risk Management. The University may allow the User to self-insure all or part of the insurance requirement as determined by the Office of Risk Management and this decision will be primarily determined by a review of the User's audited financial statements that must reflect the ability to absorb self-insured claims without creating a material change in the User's financial condition.

8. **Catering.** User (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, 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. 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, unless prior approval is received in accordance with UA policy. 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.** Alcohol is only allowed by User at the Event or on UA premises via special, written permission of UA, and in accordance with University policy. User may request that alcohol be allowed at the Event. If alcohol is approved, User agrees 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. User 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 User or User's associates 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 on the Reference Page, User is not gaining limited or exclusive access to any parking lots or facilities.

11. **No Tobacco/Smoking.** The Facility is a tobacco-free facility. Further, smoking is prohibited on the University campus, which includes the Facility and the area around the Facility. 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. Exterior signage, including advertising or wayfinding, must be approved in advance via the University Grounds Use Process.

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, including, without limitation, rules and policies of the Facility, UA and their officials. User will comply with all policies and procedures instituted by UA.<sup>4</sup> User agrees to comply with any applicable laws regarding equal access and nondiscrimination, including the Americans with Disabilities Act and Title IX. User agrees to provide, at its expense, reasonable accommodations for User's associates while they are participating in the Event/Program in accordance with the Americans with Disabilities Act. User may contact UA's Equal Opportunity Director to coordinate with UA the

---

<sup>4</sup> For information on many relevant UA policies, please visit <https://www.ua.edu/about/policies/>.

implementation of any such reasonable accommodations. User shall be responsible for acquiring all licenses required to undertake the Event, and shall be responsible for paying any and all fees, 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, fees, settlements, 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 The University.

16. **Indemnification and Immunity.** User shall indemnify, hold and save harmless the University, its affiliates, and subsidiaries and their past, present, and future trustees, officers, agents, and employees from all losses, claims, liabilities, suits, actions, settlements, judgments, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs), expenses, and all liability of any nature or kind arising out of or relating to the Event/Program and/or the User's failure or neglect to meet any obligations under this Agreement.

The University does not assume any responsibility, obligation, or liability for any damages, losses, settlement payments, legal fees, or expenses relating to any claims or allegations arising from any actions or inactions of the User or User's associates relating to or arising from the Event/Program and/or any obligations under this Agreement. User assumes full responsibility for any and all damages, losses, legal fees, expenses, and settlement payments relating to any and all claims or allegations arising from the Event/Program and/or User's failure or neglect to meet any obligation under this Agreement.

The User agrees to maintain all required insurance coverage and limits according to the requirements for programs or activities involving minors, as provided by the University. User's indemnification obligations and responsibility for any and all damages, losses, settlement payments, legal fees, or expenses as provided for under this provision exist even if coverage for these items and/or the conduct from which they arise is excluded under any of the User's policies of insurance or reinsurance or if coverage under these policies has been exhausted.

This provision shall survive the termination or expiration of the Agreement.

No term or condition in this Agreement shall be deemed or construed as a waiver of the sovereign immunity of the University under Article I, section 14 of the Alabama Constitution, the Eleventh Amendment to the United States Constitution or any other applicable provision of law or equity and the University hereby expressly reserves the right to assert such immunity as a defense to any action or proceeding brought that relates to the Agreement.

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 property arising out of its 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 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) days after presentation of the invoice.

18. **Access to Facility.** The University 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. The University 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.** For programs designated on the Reference Page as external to 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. If there are any advertising materials for commercial events, they should include the statement: "(Event/Program) is solely operated by (User Legal Name), which is not affiliated with The Board of Trustees of The University of Alabama or The University of Alabama."

20. **NCAA Rules.** Prior to, during, and following the Event, User agrees that it will not, and will not request any person, participant, employee, coach, booster, student-athlete, volunteer or prospective student-athlete (whether affiliated with the University or not) to, participate in any activity which might constitute a violation of NCAA or SEC bylaws or other governing athletic rules or laws. User agrees to make available for review and use by UA and its compliance officers upon request all documents and records of the Event for purposes of compliance with governing athletic rules. User further agrees to fully cooperate with UA and its compliance officers in all reasonable requests related to compliance with governing athletic rules.

21. **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.

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

23. **Counterparts.** This Agreement must be executed by both the User and the University. However, the Agreement may be executed in multiple counterparts (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) and by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

24. **Signature Authority.** The signatory for User represents and warrants that they have 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.

25. **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.

26. **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. The University 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.

27. **Termination by University.** The University 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, the University 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, the University shall have no liability for any direct or consequential damages or loss that User may suffer or incur as a consequence of such termination.

28. **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.

29. **User Property.** The University 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) days and shall become, and remain, the property of UA.

30. **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.

31. **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.

32. **Notices.** All notices to UA must be in writing and directed 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.

33. **No Disruption of UA Functions.** The Facility is primarily intended as a recreational and/or 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 nor may the User's associates behave in any way that materially disrupts UA's own teaching, research, administrative, service, athletic activities, or any living or working arrangements. 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.

34. **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 the Event is prohibited without prior written approval from the UA Office of Facilities and Grounds.

35. **Releases from Participants.** If required by UA, User agrees to obtain from each User associate that uses the Facility or otherwise participates in the Event a release of liability and consent to participate, which will also release, indemnify, and hold harmless The Board of Trustees of the University of Alabama, its affiliated entities, and each of their respective trustees, directors, officers, employees, and agents. Such release shall be signed by a parent or guardian for all participants under the age of 19. User should utilize the appropriate University waivers, releases, and assumption of risk forms. Programs that are subject to the Youth Protection Program must utilize the forms designated for Youth



Programs. Signed copies of participant releases for Youth Protection Programs should be provided to the Office of Compliance, Ethics, and Regulatory Affairs, Box 870107, Tuscaloosa, AL 35401 at the conclusion of the event. All releases should be securely stored for a minimum of **six (6) years**. Any release that concerns people under the age of nineteen and does not involve the Youth Protection Program should be securely stored for a minimum of **twenty (20) years**. Once releases are signed, they should be scanned into a pdf and uploaded to the Risk Management Release Portal. This provides a storage database for tracking records.

36. **Fees for Participants.** User shall be solely responsible for establishing, billing, and collecting all fees and charges payable by participants in the Event, unless other contractual arrangements have been made between the User and the University. UA's Charges are not contingent upon User's success at collection.

37. **Residence Halls and Dining to be Contracted Separately.** To the extent User desires the use of residence halls and dining services during the Event, User, at its cost, shall be responsible for separately reserving, coordinating, and contracting for residence hall space for User and User's associates with UA's Department of Housing and Residential Communities (HRC), and for the provision of meals to participants with Bama Dining or its designee (Dining), unless such arrangements are included as part of a larger contractual agreement that is subject to these Terms & Conditions. In addition to the requirements of any agreement(s) between User and Dining or HRC, User and User's insurance, indemnities, and other guarantees of this Agreement shall also cover UA employees and representatives involved with dining and housing responsibilities. User shall be solely responsible for damage to any HRC or Dining property, and shall separately pay all charges for HRC and Dining, in addition to the Charges of this Agreement.

38. **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, unless such arrangements are included as part of a larger contractual agreement that is subject to these Terms & Conditions. In addition to the requirements of any agreement(s) related to such transportation, User and User's insurance, indemnities, and other guarantees of this Agreement shall also cover UA employees and representatives involved with transportation responsibilities.

39. **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 that provide substantially the same type of service, product, or benefit, as vendors, business entities, or commercial enterprises, with which UA, its related entities, or an approved marketing contractor has a current or existing contract, or with which one of the same is actively negotiating such an agreement. Further, any coach involved with the operation will remain bound by any endorsement contracts between UA, its related entities, and UA approved marketing contractor, and any manufacturer, seller, or vendor of athletically related shoes, equipment, apparel, other athletically-related products, soft drinks, bottled water, or isotonic beverages.

40. **Child Protection Policy and Law.** User agrees to strictly comply with the University's Child Abuse Reporting Policy and Procedures and Alabama law (ALA. CODE § 26-14-1 *et seq.*) relating to the prevention and reporting of child abuse and neglect. The terms of the University's Child Abuse Reporting Policy and Procedures are incorporated herein by reference. User further agrees to ensure User and all of User's associates fully understand and comply with the University of Alabama's Child Abuse Reporting Policy and Procedures, and Alabama's child abuse reporting statutes (ALA. CODE § 26-14-1 *et seq.*), including reporting any suspected child abuse to UA and the appropriate authorities, which includes, but is not limited to, UAPD.

Furthermore, for Events that are for or involve minor participants, User agrees to strictly comply with the University's Youth Protection Policy and all associated obligations and requirements therein. All applicable Events/Programs must be registered and approved prior to the start of the contracted program or activity in accordance with the timelines established in the Youth Protection Policy and the accompanying Guide.

User agrees to confirm that each of User's associates receives a copy of the University's Child Abuse Reporting Policy and Procedures, the University's Youth Protection Policy, and all relevant supporting documents. User agrees to confirm that each of User's associates has completed the University's required training, any required background verification (discussed in greater detail in *Paragraph: Youth Program Background Check Process*), and submitted any required or requested documentation, including any liability or indemnification waivers deemed necessary by the University, prior to the start of that individual's involvement in the Event/Program that is subject of the Agreement.

User also understand and agrees that the University's Child Abuse Reporting or Youth Protection Policies may be changed, withdrawn, added to or interpreted at any time at the University's sole discretion and without prior notice to User.

41. **Youth Program Background Check Process.** All Events/Programs involving youth (i.e., individuals under 18 years of age) that must be registered in accordance with the Youth Protection Policy are required to submit all of the User's Event/Program staff (including all employees and volunteers) to appropriate background checks, including social media checks, as outlined herein. For applicable Events/Programs that are affiliated with UA, those checks will be run and managed through the Youth Protection Program registration process.

For applicable Events/Programs that are not affiliated with UA (i.e., Events/Programs operated by external entities), the User will be required to provide a written certification that all of the User's Event/Program staff have been subject to and passed background checks as outlined below. The written certification form that must be completed before the Event/Program is approved to proceed is available on the UA Youth Protection website. Only Event/Program staff certified as passing background checks, including social media checks, within the last twelve months will be allowed to participate in the program. User shall not knowingly permit any staff to participate in the Event/Program if the employee or volunteer does not pass the background check. Users that fail to comply with the Youth Protection Policy and these background check requirements may be subject to suspension or termination of operations.

Each criminal background check must include the following minimum requirements and parameters:

- A. Criminal Search
  - i. 10-year felony and misdemeanor search based on all jurisdictions provided on application and social security number trace.
  - ii. Hands on county criminal search or direct access to county court terminals that are updated daily are utilized.
  - iii. Statewide searches conducted in the following areas: Alaska, Alabama, Arizona, Colorado, Connecticut, District of Columbia, Florida, Hawaii, Iowa, Idaho, Kansas, Kentucky, Maryland, Michigan, Missouri, New Mexico, New York (when applicable), North Carolina, North Dakota, Oklahoma, Rhode Island, South Carolina, and Wisconsin
  - iv. Federal criminal search conducted on a nationwide basis in all United State District Courts.
  - v. All maiden names and AKAs are included in the search.
- B. Social security number traced through multiple sources to include the three credit bureaus.
- C. National DB Offender Scan: The scope is a multi-jurisdictional search consisting of court records, incarceration records, prison/inmate records, probation/parole/release information, arrest data, wants and

warrants, 50 state Sex Offender Registry search, and the USA Patriot Act Search (U.S. and foreign sanctions and watch lists as provided by states, U.S. and foreign government, and international organizations). Any hits are verified at the court of original jurisdiction.

- D. Social media search conducted consistent with the requirements and parameters employed by Risk Mitigation. If you have already run a social media search on Event/Program staff, you must check with Risk Mitigation to determine if that search is the equivalent of the search that would be run by Risk Mitigation. If it is not, an additional social media search must be run through Risk Mitigation on all Event/Program staff.

Users may fulfill this background check requirement on their own via their own vendor or by utilizing the University's vendor, Risk Mitigation. If User completes a background check that satisfies all of the foregoing requirements on any Event/Program staff at least twelve months before the program start date, User is not required to perform another background check through the University provided vendor on those individual staff. Any User who does not have a background check process that meets UA requirements can establish an account for approved background checks with the University vendor, Risk Mitigation. **The University will pay for all background checks, which includes social media searches, on Event/Program staff completed through Risk Mitigation.** Contact information for Risk Mitigation will be provided upon registration of the Event/Program with UA's Youth Protection Program.

If the User elects to use Risk Mitigation, each User will be responsible for evaluating any results of its program staff background checks received. Through Risk Mitigation's process, any individual whose background check reveals disqualifying material will automatically receive notice of disqualification pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*). User will only receive the results of a Risk Mitigation background check if materials revealed by the background check require further evaluation by the program in order to determine whether an individual is disqualified, as discussed in greater detail below.

Upon completion of the foregoing check (or for any prior check that is being relied on to satisfy this provision of the Agreement), criminal convictions for the following charges (or charges that are similar in nature to the following charges) that appear on an individual's background check report will disqualify that program staff member (i.e., employee, volunteer, etc.) from participating in the program:

#### **Felony Convictions**

- Murder
- Child abuse or neglect
- Crimes against children, including child pornography
- Spousal abuse
- Crimes involving rape or sexual assault
- Kidnapping
- Arson
- Physical assault or battery
- Drug-related offenses committed during the preceding 5 years

#### **Misdemeanor Convictions** (Committed as an adult against a child)

- Child abuse
- Child endangerment
- Sexual assault
- Child pornography

If a program is unsure of how to proceed after receiving a potentially disqualifying background check, the program may contact the University's Office of Human Resources for guidance on compliance with this Agreement. In any such case, the program should only provide an anonymized outline of the information necessary for the University to provide a recommendation on whether the individual meets University standards for participation. The University will not have access to the results of any background check and will not request that any results be provided to it. Additional information on the background check process is also available on the UA Youth Protection website.

42. **Independent Contractors.** For programs designated on the Reference page as external to UA, it is expressly agreed that all parties are acting hereunder as independent contractors and, under no circumstances, shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be constructed as authority for either party to act of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

43. **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, illegal, 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.

44. **Interpretation.** Each party recognizes that this Agreement is a legally binding contract and acknowledges that it has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not presumptively be construed against or in favor of either party on the basis of that party being the drafter of such terms.

45. **Use for Official University Functions.** In the event that a University department or division is the sole User pursuant to this Agreement, then the provisions as to Insurance, Indemnification, and Additional Liability of User shall not apply. Further, in such cases, all references herein to UA shall be construed to apply to the department or division that manages the Facility at issue.

46. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the written subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. It may not be released, discharge or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. In the event of any conflict between any provision of this Agreement and any other agreement related to the Event/Program, the provision of this Agreement will control and shall be contracting and binding on the parties. Similarly, to the extent there is a conflict between these General Terms & Conditions and the terms contained on the Reference Page, the terms on the Reference Page will govern.

[Empty rectangular box]