



UNIVERSITY OF SOUTH ALABAMA
ATHLETIC FACILITIES USE AGREEMENT

This Agreement ("Agreement") is entered into on _____, 20____ ("Effective Date"), by and between _____, located at _____ ("USER"), and University of South Alabama, located at 307 N. University Blvd., Mobile, AL 36688 ("USA").

WHEREAS, USER seeks to use a certain athletic facility(ies) located on USA's campus;

NOW, THEREFORE, for and in consideration of the mutual covenants made by the parties hereto, the Parties to this agreement agree as follows:

- 1. FACILITIES: USER is requesting access, on a non-exclusive basis, to the following facilities ("Facility") on the campus of USA:

Three horizontal lines for listing facilities.

- 2. TERM: The term of use by USER is for the following day or days and the period during each day as shown:

Two horizontal lines for specifying term and period.

- 3. USE: USER shall have the right to occupy and use the Facility for the following purposes and no other:

Two horizontal lines for specifying purposes of use.

- 4. FEES: USER agrees to pay the USA the following fees:

Two horizontal lines for listing fees.

- 5. UTILITIES: The fees described in paragraph 4 includes existing utilities as may be needed for the events, but only in places and amounts as now installed in the Facility.



6. **EQUIPMENT:** USER requests to be allowed to use the equipment listed below during its use of the Facility. The charges for that equipment are as specified and are due at the same time as the payments set forth in paragraph 4. All equipment currently in the Facility is included in the use of the Facility. USER shall return all existing equipment to USA at the end of each use period in the same condition as it was received (except normal wear and tear as determined by USA). Damaged equipment will be repaired or replaced at USER's expense, at the option of USA.

7. **PARKING:** USER agrees to honor all University rules and regulations regarding parking on campus.

8. **ADDITIONAL SERVICES:** The following additional services will be provided by USA at the specified charges/rates:

9. **FEES AND TICKETS:** To the extent that fees will be charged by USER and/or tickets will be distributed by the USER for access to the Facility, all tickets will be provided by USER, and USER bears all responsibility for collection and handling of fees.

10. **ADVERTISING AND SIGNAGE:** All advertising and signage for the event(s) will be the responsibility of and paid for by USER. All proposed advertisements and signage must be reviewed by USA's Athletic Director or designee prior to posting, publication or broadcast. USA has the right to disapprove any proposed advertisement or signage that it deems to be contrary to or in conflict with its interests. USER understands that it is not allowed to use any USA logo without written permission of USA.

11. **CONCESSIONS:** Any concessions to be provided during the use of the Facility will be coordinated with and provided by USA, unless otherwise agreed by USA.

12. **SECURITY:** If, in USA's sole judgment, additional security is required (e.g., due to larger crowds than anticipated), USER agrees to pay an additional fee in the amount of \$35.00 per officer per hour. This fee will be separately billed after the event.

13. **CLEAN-UP:** USER agrees to remove all of its personal property from the Facility within two hours of the conclusion of the event(s). Any property left in the Facility by USER shall, after a period of ten (10) calendar days, be deemed abandoned and shall become the exclusive property of USA. All other clean-up will be performed by USA.



14. **MANAGEMENT RIGHTS:** Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within the discretion of USA. If, in any one or more instances, USA does not insist upon USER'S strict or absolute performance of any one or more of the provisions of this Agreement, then such conduct by USA shall not be construed as a waiver of such provisions, but the same shall continue and remain in full force and effect. It is understood and agreed that USA reserves the right to control and manage the Facility and to enforce all necessary and proper rules. USA and its employees shall have full access at all times to any Facility occupied by USER.
15. **DAMAGE:** USER agrees that if the USA Facility or any equipment, furnishings or fixtures therein are damaged by the action, omission, negligence, or oversight of the USER or its agents or patrons, USER shall pay to USA upon demand such sum as shall be necessary to restore said premises, equipment, furnishings, or fixtures to the same condition preceding the event, normal wear and tear excepted.
16. **INDEMNIFICATION:** USER shall indemnify and hold harmless USA, and its trustees, officers, agents, and employees from all loss, cost, damages, and expense arising out of any liability or claim of liability, for any injury or damages to persons or property sustained or claimed to have been sustained by anyone, by reason of the use or occupation of the Facility, regardless of whether such use is authorized, or by any act of omission of USER or any of its officers, agents, employees, guests, or patrons, unless the sole proximate cause of such loss, cost, damages, or expense is due to the reckless or intentional misconduct of USA or its officers, directors, agents, and/or employees.
17. **INSURANCE:** USER agrees to execute and deliver to USA at the time of acceptance and execution of the Agreement evidence of the following insurance:
- a. Workers' Compensation/Employer's Liability
 - i. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama, with a waiver of subrogation in favor of the University of South Alabama.
 - ii. ii. Employer's Liability with limits of not less than:
 - 1. Bodily Injury by Accident - \$1,000,000 each accident
 - 2. Bodily Injury by Disease - \$1,000,000 policy limit
 - 3. 3. Bodily Injury by Disease - \$1,000,000 each employee
 - b. Comprehensive General Liability Insurance
 - i. Comprehensive General Liability (occurrence form) Limit of Liability: \$1,000,000 with a \$2,000,000 aggregate per occurrence for bodily injury and/or property damage. University of South Alabama shall be named as an additional insured.



c. Automobile Liability Insurance

- i. Automobile Liability Insurance to cover all owned, hired, and non-owned vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage. University of South Alabama shall be named as an additional insured.

All policies of insurance, except those referenced under paragraph 19(a), shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by USER.

18. **ASSIGNMENT:** USER may not assign this agreement or delegate any rights contained in this Agreement without the prior written consent of USA.

19. **LOSS OF FACILITY:** USER hereby expressly waives any and all claims for compensation for all losses or damage sustained by reason of any defect, failure or impairment of the Facility or utilities. USER agrees to bear all risk of loss of the Facility by fire or other occurrence that, in USA's sole judgment, renders performance of this Agreement impossible.

20. **CANCELLATION OR POSTPONEMENT OF EVENT(S):** USER agrees that cancellation or postponement of the events(s) for which the Facility may be considered by USA as a breach of the original agreement, unless permitted by USA in writing, and all rents, charges, and fees specified in this Agreement shall be due and payable upon demand by USA. USA reserves the right to cancel or postpone an event due to inclement weather or for any other reason that, in USA's sole judgment, renders use of the leased Facility temporarily or permanently unsafe or impracticable. USER hereby expressly waives any and all claims for compensation for all losses or damage sustained by reason of cancellation or postponement of the event by USA.

21. **NCAA COMPLIANCE:** In the event that an NCAA violation occurs involving the USER during its use of the Facility, the first occurrence will require education with all involved parties. If a second NCAA violation occurs involving the USER during the use of the Facility, USA reserves the right to refuse any further use of Facility by USER.

22. **SAFETY COMPLIANCE:** USER shall use the Facility and equipment in a safe and careful manner and shall comply with all applicable laws and regulations, including, but not limited to fire codes. USER shall also comply with any directions and limitations given by USA concerning use of the Facility and equipment.

23. **COPYRIGHTED MATERIAL:** USER warrants that all copyrighted material to be performed during any use of the Facility will be duly licensed or authorized by the copyright owners or their representatives, and USER agrees to indemnify and hold USA harmless from any and all claims, losses, damages, or expenses incurred with regard thereto. USER shall pay all of USA's costs and expenses, including reasonable attorneys' fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.



- 24. **EQUAL ACCESS:** No person shall be denied equal access to the Facility and event(s) on the basis of race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, genetic information, protected veteran status, or disability.
- 25. **APPLICABLE LAW:** This Agreement will be governed and construed in accordance with the laws of the State of Alabama and any dispute arising out of the agreement shall be filed in a court of competent jurisdiction located in Mobile, Alabama, or with the Alabama State Board of Adjustment, if applicable. This provision shall survive termination of this Agreement.
- 26. **SEVERABILITY:** If any provision of this Agreement is determined to be invalid, all other provisions shall be given effect.
- 27. **NO AGENCY:** This Agreement shall in no way be interpreted as creating an agency, joint venture, partnership, or other legally recognizable partnership entity, or employment relationship between USER and USA.
- 28. **FORCE MAJEURE:** Neither USA nor USER shall be held responsible if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by revolutions or other disorders, wars, heightened terror alert impacting the means, travel or destination subject to the agreement, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.
- 29. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement constitutes USER’s binding agreement governing its use of the Facility. The terms of this Agreement shall not be modified, waived or terminated except by written agreement executed by USA and USER.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

USER

UNIVERSITY OF SOUTH ALABAMA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____