THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

USE OF OUTDOOR AREAS OF CAMPUS

Number 03.01.06

Division Student Affairs

Date June 30, 2020, Revised April 4, 2023

Purpose The Board of Trustees of The University of Alabama, an independent, constitutional instrumentality of the state, controls The University of Alabama in Huntsville ("UAH" or "University"), an enclave created for the pursuit of higher learning, and is committed to free and open inquiry and expression for members of its campus communities. Except as limitations on that freedom are appropriate to the functioning of the campuses and permissible under the First Amendment to the Constitution of the United States, UAH will regulate access to the outdoor areas of UAH's campus, including sidewalks on its campus, in a manner that respects and supports the freedom of all members of the campus community "to discuss any problem that presents itself." To that end, this policy provides UAH's campus community access to outdoor areas of campus while preserving the primacy of UAH's significant institutional interest in its teaching, research, and service mission. Among other significant institutional interests, this policy is intended to facilitate responsible stewardship of institutional resources; to protect the educational experience of its students; to preserve the primacy of its teaching and research mission; to ensure health, safety, and order on campus; to regulate competing uses of its facilities and grounds and protect campus property; and protect the safety of those with the right to use the outdoor areas to engage in protected speech, while also providing opportunities for freedom of expression and assembly that is consistent with UAH's teaching, research, and service mission.

UAH will enforce time, place, and manner restrictions that are viewpoint and content neutral to ensure that these interests are protected and that expression does not disrupt the ordinary activities of the institution.

Use of UAH's outdoor areas by persons, groups, or organizations affiliated or unaffiliated with UAH will be primarily handled in accordance with this policy.

Policy

The outdoor areas of UAH (referred to as "grounds" or "outdoor space"), including the

sidewalks on its campus, are intended primarily for the support of the teaching, research, and service components of its mission. Second priority is given to programs sponsored and conducted by UAH's academic, research, and administrative departments or organizations affiliated with such departments. Beyond these two significant institutional priorities, use of outdoor space is primarily permitted for activities that are intended to serve or benefit the UAH community and must not interfere with the academic mission or operation of UAH. These additional significant interests include, but are not limited to, protecting the educational experience of its students; ensuring health, safety, and order on its campus; regulating competing uses of its grounds as well as protecting campus property; and protecting the safety of those with the right to use its facilities and grounds to engage in protected speech. To the extent any outdoor space is made available for activities or gatherings, including activities of expression, the reservation and/or use of such space is subject to this policy as well as all other applicable University policies, procedures, and guidelines along with local, state, and federal laws.

A. Who May Use Outdoor Space

Subject to the terms of, and exceptions included in, this policy, outdoor space generally may only be reserved or used by the following:

1. University students, administrators, faculty, and staff (collectively "University Affiliates");

2. a University academic or administrative unit;

3. a student organization;[1] or

4. an individual or organization that is sponsored by (a) the University, (b) a student organization, (c) administrator, or (d) a member of the faculty or staff.[2]

The aforementioned categories of eligible users are collectively referred to in this policy as "Campus Community Member(s)." Any Campus Community Member that

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[1] A "student organization" is (a) a student organization that is properly registered with UAH's Division of Student Affairs that has not had its available privileges, such as the use of outdoor space, withdrawn, suspended and/or restricted; or (b) a group seeking official registration with UAH's Division of Student Affairs composed of admitted students that receive or are seeking to receive benefits through UAH.

[2] A student organization, administrator, or a member of the faculty or staff, rather than the University, decides which activities of expression and/or assembly they may wish to sponsor.

reserves outdoor space must participate in any activity associated with that reservation.

Individuals who are not members of the UAH student body, faculty, or staff and organizations that are not part of the University or a student organization, may not use the University's outdoor space unless sponsored in accordance with Section A(4) and further in compliance with the terms of this Policy.

B. Spontaneous and Contemporaneous Protected Expressive Activities

For University Affiliates and student organizations, all generally accessible outdoor areas of the University campus where members of the campus community are commonly allowed are open for non-amplified protected expressive activities[3] except for the following:

Areas within 50 feet of academic buildings (between 8 am – 7 pm); and
Areas within 50 feet of residential housing buildings (between 11 pm – 8 am)[4]

Reservations for spontaneous and contemporaneous protected expressive activities are not required for University Affiliates or student organizations, but are strongly encouraged. Priority for use of the space will be given, first to those with reservations and then on a first-come, first-serve basis based on the order in which the University receives notice. A limit of time may be imposed, or the exhibit or demonstration may be relocated by the Dean of Students, if a reservation has been made by another member of the campus community. Although reservations are not

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[3] Protected expressive activity is speech and other conduct protected by the First Amendment to the United States Constitution and Article I, Section 4 of the Constitution of Alabama of 2022. It includes the following:

a. Communication through any lawful verbal, written, or electronic means.
b. Participating in peaceful assembly.
c. Protesting.
d. Making speeches.
e. Distributing literature.
f. Making comments to the media.
g. Carrying signs or hanging posters.
h. Circulating petitions.

For purposes of this Policy, however, the term does not include expression that relates solely to the economic interests of the speaker and its audience and proposes an economic transaction.

[4] These exceptions do not apply to non-disruptive, ordinary, day-to-day conversations and communications (e.g., phone calls, texts, casual conversations, or wearing clothing expressing messages).

required for spontaneous and contemporaneous protected expressive activities, UAH requests that University Affiliates and student organizations notify the University by sending an e-mail to outdoorrequest@uah.edu with the following information:

i. Contact information for the event organizer (e.g. name, cellphone number, e-mail, etc.);
ii. Which areas of campus will be utilized;
iii. The time the activity is expected to begin and end; and
iv. A general description of the activity.

The University reserves the right to regulate use of the generally accessible outdoor areas of the University campus for spontaneous and contemporaneous protected expressive activities if any of the following factors are present:

i. The space is already reserved for another event;
ii. The activity will attract a crowd larger than the venue can safely contain;
iii. The activity will significantly and substantially disrupt University operations (including classes);
iv. The activity is a clear and present danger to public safety; or
v. The activity is unlawful.

C. Registered Events

Any University Affiliate or student organization who seeks to engage in protected expressive activities in an outdoor area of campus is encouraged to contact the University if the University Affiliate or student organization is planning or organizing the event in advance.

An event must be registered in accordance with Section D of this Policy if any of the following circumstances exist: (i) more than 50 individuals are expected to attend the event, (ii) the event is inviting a speaker who is not a University Affiliate, (iii) alcoholic beverages may be present at the event, to the extent allowed by law and University policy, (iv) the event plans to use sound amplification, or to set up tents, stages, tables, or similar equipment on campus, or (v) minors who are not enrolled at the University are expected to attend.

D. Registration Process for Use of Outdoor Space and Approval of Grounds Use Registration ("GUR") Applications

In addition to the requirements and limitations of this policy, all use of outdoor space is further governed by any policy and procedure relevant to a specific outdoor space,

the Alcoholic Beverage Usage at University Events Policy, the Child Protection Policy, the Smoke-and Tobacco-Free Policy, the Facility and Grounds Use Insurance Policy, the General Terms and Conditions for Use of Outdoor Space incorporated herein by reference, and all other applicable policies and procedures.

1. Campus Community Members may register their Event by completing a GUR application. The GUR application and General Terms and Conditions for Use of Outdoor Space is available online at https://sites.google.com/a/uah.edu/conferences-and- events/home/forms.

2. To facilitate the review by various UAH departments that have responsibility for different aspects of an Event (e.g., tents, food service, security, risk management, electrical service, etc.), applicants for use of the space are strongly encouraged to submit a GUR application at least ten (10) days prior to the Event. At a minimum, a GUR application must be submitted no less than three (3) business days[5] prior to the Event. The GUR application will be approved or denied within two (2) business days of receipt.

3. Upon receipt of the GUR application, the UAH Conferences and Events Coordinator will forward same via e-mail to the Chief of Police for the University of Alabama in Huntsville Police Department ("UAHPD"), the Office of Risk Management, Facilities and Operations, and Environmental Health and Safety.

4. The Director of Charger Union & Conference Training Center or designee will approve a GUR application properly made by an appropriate Campus Community Member unless one or more of the following conditions are present:

    a. The applicant has had their/its available privileges, such as the use of certain outdoor space or facilities, withdrawn, suspended, and/or restricted.

    b. The proposed outdoor space is unavailable at the time requested because of conflicting events previously planned in or around that location.

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[5] A University business day means any day when UAH is in operation. It does not include Saturdays, Sundays, and University holidays or other days when normal business operations are suspended.

c. The Event would not comply with the provisions of Section G (*General Provisions Applying to All Use of Outdoor Space*).

d. The Event would reasonably constitute an immediate and actual danger to the health and safety of UAH students, faculty, or staff, or to the peace or security of UAH that available UAH law enforcement officials could not control with reasonable effort.

e. The Campus Community Member who submits the application has on prior occasions damaged UAH property and has not paid in full for such damage.

f. The requested use of outdoor space is inconsistent with the terms of this policy.

5. If issued, a permit granting use of outdoor space shall (a) specify the boundaries of the area to be used; (b) the date for which the use is approved; (c) the time at which the reservation for the use expires, and (d) any special provision(s) concerning the use of the space. If denied, the Director of Charger Union & Conference Training Center or designee will set forth in writing the grounds for denial, including, if applicable, any measures that would cure any defects in the application.

E. Exceptions

The following areas are not considered to be generally accessible outdoor areas of the University campus and may only be reserved as set forth below:

a. Intercollegiate Athletic Facilities. Athletic outdoor practice fields, training facilities, and tennis courts are owned and maintained by UAH for the primary use and benefit of the intercollegiate athletic programs of UAH, of allied non-University athletic activities consistent with such programs, and of official academic events of UAH. The use of these outdoor facilities shall be limited to these purposes unless otherwise authorized by the Athletic Department. Requests for use of all intercollegiate athletic facilities must be made directly to the Athletic Department's Senior Woman Administrator/Assistant Athletic Director. Distribution of materials pursuant to this policy is not allowed in intercollegiate athletic facilities or within the security perimeter of athletic events without the permission of the Athletic Department.

b. Recreation Facilities. Setzer Field, Riggs Field, and the grass intramural fields at Southeast Campus Housing are intended primarily for student recreational use on an organized group and individual basis. Requests for recreational facilities shall be made online at https://rec.uah.edu/Facility/ReservationRequest.

c. Charger Union Outdoor Theater. Reservations for these locations shall be booked in accordance with the Charger Union Use of Space & Reservation Policy.

F. Appeal of Denial of GUR Application

1. A Campus Community Member whose request for the use of outdoor space is denied may appeal to the Vice President for Student Affairs.

   a. Appeals should be filed in writing with the Office of the Vice President for Student Affairs within five (5) business days of the denial of the GUR application.

   b. The Vice President for Student Affairs (or designee) shall convey the appeal decision in writing to the applicant and to the appropriate administrative unit within five (5) business days after receiving the appeal.

2. The decision of the Vice President for Student Affairs on any appeal shall be final.

G. General Provisions Applying to All Use of Outdoor Space

The following requirements/limitations apply to **ALL** activities or Events requiring access to outdoor space:

1. Persons may not block or otherwise interfere with the free flow of vehicular, bicycle, or pedestrian traffic. The right of way on streets and sidewalks must be maintained.

2. Persons may not block or otherwise interfere with ingress and egress into and out of campus buildings.

3. Persons shall not materially and substantially disrupt or attempt to force the cancellation of any event or activity sponsored by UAH or by any

individual/group authorized to use outdoor space.

4. Where an invited speaker is the object of protest, persons may demonstrate and/or distribute materials outside the facility where the speech is taking place, subject to the requirements of this policy, which may include registration or notice. Persons who wish to attend an Event must do so as members of the audience and must not materially and substantially disrupt any speaker. Persons should give the speaker a respectful hearing (e.g., do not interrupt, etc.). This provision is focused on preventing material and substantial interferences. It does not prevent attendees from engaging in silent, nonobstructive protests (e.g., turning their backs on a speaker, etc.) or respectfully engaging a speaker in discussion or debate when the speaker provides that opportunity to the audience.

5. Persons shall not engage in physically abusive or threatening conduct toward any person or group.

6. Persons shall always comply with the lawful directions of UAH public safety personnel, including the UAHPD.

7. Persons shall not prevent, obstruct, or interfere with regular academic, research, and administrative activities.

8. Use of public address systems and amplified sound, including electronic amplification, is only permitted pursuant to the terms of Section I (Use of Sound Amplification) below.

9. The safety of members of the campus community collectively and individually, as well as the other significant interests of UAH as outlined herein, must be protected at all times. UAH maintains the right to impose time, place, and manner restrictions for Events and activities occurring in outdoor space in a viewpoint and content neutral manner to ensure that expressive activity is protected and that expression does not disrupt the ordinary activities of the institution. 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.

10. UAH property must be protected at all times.

11. Persons on UAH's property may be required to provide identification and evidence of qualification to a UAH official upon request. Evidence of

qualification means evidence that the person is a currently registered student, staff or faculty member at the institution, is otherwise a Campus Community Member, or has lawful activity to pursue at UAH that is consistent with this Policy.

12. Persons engaging in activities on UAH property are subject to and must comply with all applicable UAH policies and procedures.

13. Any person or group holding an Event on campus must remove all trash and other items associated with the Event (e.g., fencing, stages, tents, tarps, etc.) and return the grounds to pre-Event condition by 7:00 a.m. the following day. For events that are scheduled to end before 5 p.m., such removal must take place within three hours of the scheduled end of the event. UAH will assess the reasonable costs of returning the grounds to pre-Event condition (including damages, labor, repairs, replacement, etc.) and/or cleanup to those persons or organizations failing to comply with this requirement.

14. Candles, fireworks, pyrotechnics, bonfires, and other open flames are not permitted at any Event using outdoor space unless it is a UAH sponsored Event that has been coordinated with UAHPD and local fire department officials.

15. Misuse/abuse of trees located on UAH property is prohibited. Examples of tree misuse/abuse include, but are not limited to, climbing, breaking limbs/branches, use of ropes, wire, slack-lines, zip-lines, nails, tape and signage, etc.

16. 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 Division of Student Affairs. The Division of Student Affairs shall consult with the Office of Risk Management prior to granting permission.

17. No outdoor Event may last longer than eight (8) hours during a 24-hour period without prior written approval from the Division of Student Affairs pursuant to Section D of this Policy. Likewise, overnight camping or the use of temporary shelters (e.g., tents) is not allowed without prior written approval from the Division of Student Affairs.

H. Activities of Expression

The primary function of a university is to discover and disseminate knowledge by

means of research, teaching, discussion, and debate. To fulfill this function, free and open inquiry and expression of ideas is necessary within UAH by its Campus Community Members. At UAH, freedom of expression and assembly is vital to the pursuit of knowledge. Such freedom comes with a responsibility to welcome and promote this freedom for all, even in disagreement, opposition, or even offense.

UAH supports the right to free expression on campus by Campus Community Members, through rallies, speeches, petitions, vigils, and distribution of materials, among others, provided such an Event complies with this policy and does not disrupt normal University activities, infringe upon the rights of others, or otherwise infringe on UAH's significant interests as set forth herein. Compliance with this policy should prevent such disruption or infringement. Except as provided herein, persons who are not members of the UAH student body, faculty, or staff may only participate in these types of Events upon an invitation by a person or organization in accordance with Section A(4), with the sponsor actively participating in the Event.

The ideas of different members of a campus community will often and quite naturally conflict, but it is not the proper role of UAH to shield or attempt to shield individuals from ideas and opinions they find unwelcome, disagreeable, or even deeply offensive. Although great value is placed on civility, and while all members of the campus community share in the responsibility for maintaining a climate of mutual respect, concerns about civility and mutual respect can never be used to justify closing off the otherwise lawful discussion of ideas among members of the campus community, however offensive or disagreeable those ideas may be to some.

The freedom to debate and discuss the merits of competing ideas does not, of course, mean that individuals may say whatever they wish, wherever they wish. UAH may restrict expression or assembly that violates the law, falsely defames a specific individual, constitutes a genuine threat or unlawful harassment, or unjustifiably invades substantial privacy or confidentiality interests. Likewise, UAH has a significant interest in protecting the educational experience of its students, in ensuring health, safety, and order on its campus, in regulating competing uses of its facilities and grounds, and in protecting the safety of those with the right to use its facilities and grounds to engage in protected speech, among other significant interests. As a result, UAH may regulate the time, place, and manner of expression in a viewpoint and content neutral manner to ensure that these interests are protected and that expression does not disrupt the ordinary activities of the institution. These are exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with an institution's commitment to a free and open discussion of ideas among its campus community.

1. Special Guidelines for Material Distribution (e.g., distribution of leaflets,

pamphlets, written materials, etc.)

Campus Community Members may distribute directly to other members of the campus community, without advance approval or notice, non-commercial announcements, statements, or materials in any outdoor area of the campus, the use of which is not otherwise restricted or scheduled.[6] In an effort to avoid space scheduling conflicts, assist with site preparation/clean-up, and promote the safety/security of all those involved with the distribution activity, UAH requests that a Campus Community Member organizing the distribution provide UAH with notice at least twenty-four (24) hours before the planned distribution. As stated above, UAH does not require advance approval or notice, and it does not take the content or viewpoint of speech into account. For spontaneous distribution, UAH requests that notice be give as soon as practicable. Such notification should be sent to outdoorrequest@uah.edu and identify/include the following:

i. Contact information for the event organizer (e.g. name, cellphone number, e-mail, etc.);
ii. The date and time of the planned distribution period;
iii. The proposed locale of the distribution;
iv. A copy of the materials that will be distributed at the event;
v. The anticipated duration of the distribution period; and
vi. The anticipated number of people expected to take part in the distribution of materials.

b. Persons distributing such materials are expected to refrain from littering and to encourage the same from others. "Distribution" is defined as and limited to individuals handing materials to other individuals who may accept them or refrain from receiving them. An individual's right to privacy must be respected. Thus, no person may attempt to threaten, intimidate, or badger another individual into viewing or accepting a copy of any material. Further, no person may persist in requesting or demanding the attention of another individual who has attempted to walk away or has clearly expressed no interest in the material. For purposes of this section, leaving materials unattended on a surface to be picked up is considered littering, not distribution.

c. Materials may not be distributed door to door in residence halls or

[6] Non-commercial means materials that do not relate solely to the economic interests of the speaker and its audience and proposes an economic transaction.

academic buildings. Further, materials may not be affixed to the outside of UAH buildings/structures or placed on motor vehicles. Additionally, equipment, such as tents, chairs, and tables, may not be used as part of any distribution activity under this section.

I. Use of Sound Amplification

Events that intend to use sound amplification (e.g., electronic amplification, public address systems, etc.) must apply for a permit pursuant to Section D of this Policy. Permits for the use of sound amplification will be provided on a first-come, first-served basis. Only one permit will be provided per space, per group, per time period. Sound Amplification will not be permitted on the following dates: graduation, reading days, finals, and official university closures.

For events taking place between 8am-7pm Monday-Friday, any sound amplification permitted will be restricted to 75 decibels measured at 35 feet from the sound source. Weighting A must be used for voice. Weighting C must be used for music.

For events with outdoor sound occurring Sunday through Thursday from 7pm-10pm; Friday from 7pm-Midnight; Saturday from 8am-Midnight, and Sunday from 8am-10pm there is no decibel limit. However, the amplification must not disrupt the normal functions of UAH, unreasonably disturb the surrounding community, or significantly and substantially disrupt other scheduled events.

No sound amplification will be permitted in the following times and places:

Sunday-Thursday after 10pm until 8am the following day; Friday-Saturday after Midnight until 8am the following day;

Areas within 100 feet of academic buildings on Monday – Friday 8 am – 7 pm; and

Areas within 100 feet of residential housing buildings (between 9 pm – 9 am)

A permit may be denied or revoked if the event is inconsistent with any of the terms of this Policy. UAH representatives responsible for managing UAH space (or their designees), which includes UAHPD, may require that the volume be lowered or muted if at any time during the Event the sound exceeds the allowable decibel level or the sound significantly or substantially interferes with the academic mission or operation of UAH or any other scheduled Event. Failure to comply with such a request will result in the permit being immediately revoked.

The individual listed on the permit as the contact person must be present for the duration of the event. Permits will be granted with the stipulation that sound will be monitored by the contact person. Any language that is obscene must be terminated by the contact person or the permit will be revoked immediately.

J. Posting Materials, Chalking, & Solicitation

Solicitations, advertisements, promotions, chalking, displays, yard signs or posting materials on UAH's campus by a Campus Community Member are permissible as provided herein. All other solicitations, promotions, advertisements, chalking, sales, displays, yard signs or postings on campus are prohibited.

1. Posting Printed Materials (e.g., advertisements, solicitations, information, etc.)

    a. Printed materials may be reasonably posted on designated bulletin boards in accordance with these guidelines. Posting of printed materials in any other location inside campus buildings is prohibited.

    b. Posted materials must not be obscene, illegal, libelous, or directed to and likely to have the effect of inciting or producing imminent lawless action.

    c. Advertisers are responsible for the removal and proper disposal of all advertising materials within twenty-four (24) hours after the publicized event has occurred or the time limits or conditions of the advertisement have expired.

    d. Signs placed in the ground with a stake or similar device ("yard signs") may not exceed 18" x 24" in size. Yard signs shall not be placed in flowering or non-flowering landscaping beds, tied to trees, or placed in the areas immediately around the Student Services Building. The total number of related yard signs allowed on campus per event may not exceed twenty (20). Yard signs may be reasonably displayed seventy-two (72) hours before an event and must be removed within twenty-four (24) hours of the event. Signs must be dated. Before placing a yard sign on campus, Campus Community Members should complete the temporary signage paperwork available on the UAH website.

    e. Printed materials may not be affixed to the outside of UAH buildings or structures, both permanent and temporary, including fences and barricades.

    f. Placement of printed materials on motor vehicles owned by UAH or third-parties is prohibited.

g. Permission for display of printed materials or commercial advertisements in or around all UAH facilities must be approved by the appropriate building director, department, or Dean of the college or school responsible for the building. Permission decisions will be made on a viewpoint neutral basis.

h. Posted materials that do not comply with this policy may be removed.

2. Chalking

a. Only Campus Community Members are allowed to chalk within the guidelines provided herein.

b. Chalking must not be obscene, illegal, libelous, directed to and likely to have the effect of inciting or producing imminent lawless action, or constitute unlawful harassment.

c. Chalking is only permitted on natural gray concrete sidewalks that are naturally subject to being washed by the rain.

d. No chalking can occur on sidewalks or building entrances that are covered by a shelter of any type.

e. No chalking can be closer than twenty (20) feet to a building. A building structure includes all porches, stairs, and drive-thrus attached thereto.

f. No chalking is permitted on a vertical surface, including the riser portion of stairs and walls.

g. Chalking is not permitted on any type of brick, concrete paver, and/or engraved surfaces.

h. The type of chalk used must be washable and not capable of withstanding several rains. Spray chalk is strictly prohibited. Sidewalk chalk is recommended.

i. Removal of chalk in prohibited areas will be handled by the unit responsible for the given area

j. Please note that all units have the right to remove chalking for University sponsored activities or Events registered for that area or if

not in compliance with this policy.

k. If any expense is incurred in the removal of chalk because of a violation of the above policies the organization may be held responsible for all expenses and/or subject to disciplinary action. If in violation of sections J.2.a–J.2.h, organizations may be contacted and asked to remove the chalking at their own expense.

K. Violations of these Policy Guidelines

UAH reserves the right to enforce these guidelines by all reasonably necessary means to ensure compliance. Events that are or become non-compliant with these guidelines may be cancelled and/or dispersed. Persons who violate these guidelines may be subject to disciplinary action according to the Code of Conduct, Student Handbook, and/or Faculty Handbook as well as potential law enforcement action. Further, costs to clean up or repair damage associated with an Event may be assessed, as applicable, by charging the costs to a student account, a University account, payroll deduction, and/or any and all other methods allowed by law. Persons or groups that repeatedly violate these guidelines may be prohibited from further use of outdoor space. A University affiliate who invites a non- University individual or group onto campus for an Event may be held responsible for that individual or group's compliance with this and other UAH policies. A non-University participant's failure to comply with this policy may result in appropriate action under state or federal law.

Review Student Affairs will review this policy every five years or sooner as needed.

General Terms and Conditions For Use of Outdoor Space

Definitions:

- **Agreement**: The terms of these General Terms and Conditions for Use of Outdoor Space, the Policy for Use of Outdoor Areas of Campus, all terms of the applicable form under which You are seeking reservation for an Event (including Grounds Use Reservation application), 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 (a) requiring reservation pursuant to Sections C. and D. of the Policy for Use of Outdoor Areas of Campus; or (b) for which a University Affiliate or student organization voluntarily seeks a reservation under Section D. of that Policy
- **Premises**: The specific location on UAH property at which Your Event is authorized by UAH to take place.
- **You or Your**: The group, organization, entity, or person requesting permission to hold an Event. The signatory signing the reservation application or registration form represents and warrants that they have full authority to enter into 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.
- **UAH or University**: The Board of Trustees of the University of Alabama, by and on behalf of The University of Alabama in Huntsville, a public corporation and constitutional instrumentality of the State of Alabama.
- **GUR application**: Collectively, the Grounds Use Reservation application and all other forms required as part of the Grounds Use Reservation application.

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 UAH:

1. **Use of Premises**. UAH 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 GUR application. UAH'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 UAH 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 UAH's Student Affairs webpage and/or in the reservation application 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, and catering, and any and all reasonable costs of damage to UAH 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 UAH. UAH 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. UAH may, in its sole discretion, elect to supplement Your personnel with University of Alabama in Huntsville Police Department ("UAHPD") personnel in the interest of protecting the health and safety of the campus community and/or UAH property. UAHPD will determine the need for additional security and emergency medical care services depending on the size and type and event. Additionally, UAHPD may charge You an hourly rate, with a minimum of four hours, for the use of UAHPD officers for an Event expected to have 100 or more people in attendance or an Event that requires traffic control and street shutdowns; such as a 5k race or walk-a-thon; however, there will be no charge for security provided by UAHPD for protected expressive activity. 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 UAH's policies related to child and youth protection, including the Child Protection Policy. You are responsible for all acts and omissions of personnel obtained by You.

5. **Set Up, Clean-Up, and Care of Outdoor Space**. Unless otherwise agreed in writing by UAH, 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 underground utilities or irrigation systems) 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. You may not alter trees, use trees as sign posts, paint roadways, or remove existing University

signs.

6. **Insurance**. Pursuant to the UAH Facility and Grounds Use Insurance Policy (No. 06.08.10), You may be required to provide a certificate of liability insurance as evidence of general liability insurance coverage for the use of the Premises and the Event. This section does not apply to protected expressive activity, unless it involves any of the following:

- Youth Programs or Activities – Including overnight camps, day camps, workshops, classes, lessons, etc.;
- Amusement devices (e.g. inflatables, dunk tank, rides, climbing walls, etc.);
- Recreational conduct (e.g. walks, runs, dances, car smashing, etc.);
- Competition sports and/or team activities (e.g. flag football, laser tag, dodge ball, etc.);
- Use of equipment and/or demonstration of scientific principles that involve the use of hazardous materials, dangerous substances, pressurized cylinders or vessels, exothermic or endothermic reactions, open flames, lasers, etc.;
- Concerts, dances, and events with amplified sound;
- Arts and crafts displays or shows;
- Sale of commercial goods or services to the public;
- Product demonstrations and/or interactive displays;
- Food preparation and/or food sales or service to the public by third-party vendors/caterers including food trucks – includes competitive cook-offs or food festivals;
- Any event where alcoholic beverages will be served;
- Parades or festivals

7. **Catering**. The use of UAH Dining Services for catering of outdoor Events is not required; however, it is encouraged. You (and any approved outside caterer) shall comply with the all licensure and insurance requirements. Food, beverages, and catering shall not be allowed unless approved by UAH 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 has adequate food liability insurance. UAH reserves the right to request to review a copy of a caterer's liability insurance. 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 UAH, unless prior approval is received in accordance with UAH policy. In addition to the other indemnification obligations set forth in this Agreement, You will indemnify UAH for any claims, losses, or demands made by a caterer against UAH arising from or relating to the Event.

8. **Alcohol and Tobacco**. Alcohol beverage consumption must comply with all University policies and rules regarding alcohol consumption, including, but not limited to, the Alcoholic Beverage Usage at University Events Policy. UAH is a smoke, tobacco, and vape free campus and subject to the Smoke-and Tobacco-Free Policy.

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

10. **AS–IS/Condition of Premises**. UAH 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, ordinances, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UAH 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 UAH. The permission granted under the Agreement is personal to You.

13. **Indemnification**. You hereby agree to indemnify, hold harmless and defend UAH, its affiliated entities, UAH 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 UAH property arising out of Your or Your contractors', invitees', guests', employees', or agents' 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, or agents. UAH may calculate the reasonable cost of repairing said damage, including labor charges that may include overtime. You also agree to reimburse UAH 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, departments, and student organizations, or for Events sponsored by same, the damages assessed by UAH will be deducted from the University Account number that the University organization or department provides on its GUR application.

For faculty and staff, UAH will provide 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.

For students, UAH will provide 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). UAH 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 UAH shall be submitted to the Alabama State Board of Adjustment. UAH 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 Alabama State Board of Adjustment, shall be in the Circuit Court of Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division.

16. **Termination by UAH.** UAH 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 UAH. Therefore, UAH reserves the right, at any time prior to the Event, to cancel this Agreement and refund all unused charges paid by You if the Event will interfere with official UAH activities or in the event of extenuating circumstances that would render holding of the Event impracticable. You further agree that in the event of any termination by UAH, UAH 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 UAH charges, only by sending written notice received by UAH at least thirty (30) days prior to the scheduled Event.

18. **Use for Official UAH Function**. In the event that a UAH department or division is the user pursuant to this Agreement, then the provisions as to Indemnity (¶ 13) shall not apply. The provision as to Insurance (¶ 6) may not apply depending upon whether the Event is covered under relevant UAH insurance. If required, 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 UAH 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, UAH and You are released from their obligations hereunder. UAH 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, severe weather, acts of God, outbreak of communicable disease, or war.

21. **No Disruption of UAH Functions**. The Premises may not be used in any way, and the Event may not be conducted in any manner, that significantly and substantially disrupts UAH's teaching, research, administrative activities, service activities, other activities, or UAH's established significant interests. Reasonable modifications or restrictions may be imposed for health and safety concerns, or other conflicts with UAH's educational mission, goals, interests, policies, and procedures.

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 Division of Student Affairs. The Division of Student Affairs shall consult with the Office of Risk Management prior to granting permission.

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.

24. **Firearms, fireworks, and bonfires**. Firearms, fireworks, and bonfires are not permitted on UAH's campus unless approved in writing by the Division of Student Affairs.

25. **Digging on campus**. All activities requiring any type of digging or driving posts, tent stakes, or signs into the ground require a UAH Dig Permit, which must be obtained and approved in writing through Facilities and Operations.

26. **Rentals**. Use of items rented for an event, such as port-a-potties, temporary dumpsters, or inflatables must be approved in writing by the Division of Student Affairs. These items must be removed the first business day after the Event.