

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

USE OF FACILITIES

Number	03.01.07
Division	Student Affairs
Date	June 30, 2020, Revised December 2020, Revised September 9, 2021, Revised December 16, 2025
Purpose	<p>The primary purpose of the use of all buildings owned, leased, or operated by The Board of Trustees of The University of Alabama (hereafter “Board”), for and behalf of The University of Alabama in Huntsville (hereafter “UAH”), is to support UAH’s educational, research, and service mission. As an independent, constitutional instrumentality of the state, the Board through UAH, will regulate access to the facilities on UAH’s campus in a manner that is consistent with applicable laws. To that end, this policy provides UAH’s campus community access to 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 to protect the safety of campus and maintain the aesthetic appearance of its facilities.</p>

Use of UAH’s facilities by persons, groups, or organizations affiliated or unaffiliated with UAH will be handled in accordance with this policy.

A. Policy

The facilities of UAH are intended primarily for the support of the academic, administrative, research, and service mission of UAH. Secondary priority is given to programs sponsored and conducted by UAH’s academic and administrative departments or organizations affiliated with such departments. Beyond these priorities, use of campus space is primarily permitted for activities that are intended to serve or benefit the UAH community and must not interfere with the academic, research, service mission, and/or operation of UAH.

B. Procedure and Priorities for Designated Facilities

1. Student Affairs Facilities

- a. Facilities that are primarily for student use and are under the control of the Charger Union Administrative Office are designated as “Student Affairs Facilities.”
- b. Use of facilities in Charger Union and the Conference Training Center are governed by UAH Policy 03.02.10 and UAH Policy 03.02.07.

- c. Any Event (defined in Section D) taking advantage of Student Affairs Facilities must register and fully comply with any applicable policies for the requested facilities as well as the applicable restrictions/limitations in this policy.
-(e.g., Event facilities in Charger Union are under Policy 03.02.10 in addition to this policy)

2. Academic Facilities

- a. Any facilities that is primarily used for UAH academic mission is designated as “Academic Facilities.”
- b. Academic Facilities are intended for the primary use and benefit of the academic programs conducted therein.
 - i. Use of Academic Facilities shall be under the direction and control of the dean responsible for the respective academic building.
 - ii. The Office of the Registrar in conjunction with the respective building representatives manages the reservations for these facilities.
 - iii. During the period for final exams, the use of academic facilities will not be approved for non-academic Events unless by special permission from the respective dean of that building.
 - iv. Academic use by departments and colleges has priority over other uses, and organization assignments may be changed or cancelled if conflicts with regular academic programs in the space or building develop.
 - v. The exterior space immediately adjacent to academic buildings is also intended for the primary use and benefit of the academic programs conducted in the academic building, but use of that exterior space should nevertheless be managed under Section D (Reservation Process for Use of Facilities) below and consistent with the Use of Outdoor Areas of Campus Policy to avoid scheduling conflicts with other events that may be held on campus.
- c. Student organizations may request the use of space in academic facilities. These requests will be managed by the Charger Union Administrative Office in conjunction with the respective building representatives. This space will be assigned on a limited basis under the following conditions:
 - i. The intended use is in keeping with UAH’s mission.
 - ii. The intended use does not conflict with the use of the space or building by academic programs or academic organizations or uses of a student organization that has already reserved the facility.
 - iii. The use of the requested facility does not create any logistical, safety, or security issues for the Event. UAH reserves the right to postpone the Event and/or provide an alternate facility of its choosing if any issues arise.

3. University Fitness Center Facilities

- a. Recreation facilities and the grass intramural fields at Southeast Campus Housing are intended primarily for student recreational use on an organized group and individual basis.
- b. The Department of University Recreation is responsible for scheduling the use of these facilities. Rental rates may apply.

4. Intercollegiate Athletic Facilities

- a. Spragins Hall, Charger Park, outdoor/indoor 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-UAH athletic activities consistent with such programs, and of official academic events of UAH.
- b. The use of facilities shall be limited to these purposes unless otherwise authorized by the Athletic Department.
- c. Requests for use of all intercollegiate athletic facilities must be made directly to the Athletic Department.
- d. 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.

5. Housing Facilities

- a. Housing and Residence Life Facilities are for the exclusive use of the residents and any campus department located in those buildings.

6. Student Services Building

- a. Use of facilities in the Student Services Building is governed by UAH policy 04.03.03

7. Unlisted and Future Facilities

- a. To the extent any other facilities not listed in Paragraph C Sections 1-6 is made available for use, it must be reserved through the designated person and mechanism applicable to the particular facility at issue.
- b. For example, facilities in academic buildings are under the direction and control of the dean for the respective academic building and, to the extent any facility is available to be reserved therein as determined by the dean, such reservation shall be requested through the appropriate reservation mechanism identified thereby.
- c. To the extent any research facility is made available for events such facility shall be assigned by the colleges/departments and/or the Vice President for Research and Economic Development through the appropriate reservation mechanism identified thereby.

The use of any facility, whether reserved pursuant to this policy or otherwise,

is subject to Section G of this policy as well as all other applicable UAH policies, procedures, and guidelines, along with local, state, and federal laws.

C. Reservation Process for Use of Facilities

In addition to the requirements and limitations of this policy, use of available facilities is further governed by:

- any policy and procedure relevant to specific facilities,
- Alcohol Beverage Usage at University Events Policy (04.03.01)
- Facility and Ground Use Insurance Policy (06.08.10)
- Child Protection Policy (06.09.01),
- Smoke- and Tobacco-Free Policy (06.06.08),
- the General Terms and Conditions for Use of Facilities
 - incorporated herein by reference in Section G
- all other applicable policies and procedures, along with local, state, and federal laws.

1. Each applicant for an event using available facilities (hereafter “Event”) must register their Event by completing an Event Request Form as outlined below:

- a. **Administrative and Academic Departments**

- Administrative and academic departments must use the procedures maintained by the Office of Registrar for Academic Events.
- Events in SSB’s event facilities are handled by the Office of Special Events

- b. **Faculty and Staff**

- Faculty and staff must use the procedures maintained by the Office of Registrar for Academic Events.
- Non-Academic Event requests are handled through the Charger Union Administrative Office.

- c. **Registered Student Organization**

- All requests for Events are handled through the engagement site maintained by Office of Student Life in conjunction with the Charger Union Administrative Office.

- d. **Sponsored Groups**

- All requests for Events are handled through the Charger Union Administrative Office.
- Events in SSB’s event facilities are handled by the Office of Special Events

2. To facilitate the review by various UAH departments that have responsibility for different aspects of an Event that utilizes available facilities (e.g., food service, security, electrical service, etc.), applicants are strongly encouraged to request permission for the

facility at least ten (10) University business days prior to the Event. At a minimum, any such request must be submitted at least five (5) University business days prior to the planned Event. If the Event does not present logistical complexities, the reservation request will be promptly reviewed and addressed.

3. Upon approval of Event Request the approval shall
 - a. specify the facility and any necessary boundaries;
 - b. the date for which the use is approve;
 - c. the time at which the reservation for the use begins and expires;
 - d. any special provision(s) concerning the use of the facility.
4. A request for use of Facilities cannot be made more than one (1) year before the event date.
 - a. If a departmental and/or Building policies regarding Event Reservations sets a shorter time frame, then the shorter time frame will supersede this one.

D. Approval of Event Request

Designated UAH officials, working in conjunction with relevant UAH partners, will approve a properly made Event Request by an appropriate UAH affiliate unless one or more of the following conditions are present:

1. The applicant has had their/its available privileges, such as the use of certain UAH facilities, withdrawn, suspended, and/or restricted.
2. The proposed facility is unavailable at the time requested because of conflicting events previously planned in or around that location.
3. The proposed date, time, or requested facilities is unreasonable given the nature of the Event as well as the substantial and material impact it would have on UAH resources.
4. The Event would not comply with the provisions of Section G (General Provisions Applying to All Use of UAH Facilities).
5. The Event would reasonably constitute an immediate and actual danger to the health or safety of UAH students, faculty, or staff, or to the peace and/or security of the facilities at UAH that available law enforcement officials could not control with reasonable effort.
6. The UAH affiliate on whose behalf the Event Request is made has on prior occasions damaged UAH property and has not paid in full for such damage.
7. The requested use of facilities is inconsistent with the terms of UAH policies and/or UAH's obligation to comply with applicable local, state, and federal laws.

E. Appeal of Denial of Event Request

1. A UAH affiliate whose Event Request 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) UAH business days² of the denial.
 - b. The Vice President for Student Affairs (or designee) shall

convey the appeal decision in writing to the applicant and appropriate UAH Officials within fourteen (14) days after receiving the appeal.

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

F. General Provisions Applying to All Use of UAH Facilities

The following requirements/limitations apply to **ALL Facilities**:

1. Persons may not block or otherwise interfere with the free flow of vehicular, bicycle, or pedestrian traffic to attend an Event or other activity. 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 facilities.
3. Persons shall not obstruct, disrupt, interrupt, or attempt to force the cancellation of any Event or other activity sponsored by UAH or by any individual/group authorized to use UAH facilities.
4. Persons shall not prevent, obstruct, or interfere with regular academic, administrative, student activities, or other approved activities at UAH.
5. Persons shall not engage in physically abusive or threatening conduct toward any person or group.
6. Persons shall always comply with the directions of UAH public safety personnel, including the UAH Police Department ("UAHPD").
7. The safety and well-being of members of the UAH community collectively and individually, as well as the educational experience and other significant interests of UAH as outlined herein, must be protected at all times. UAH maintains the right to impose reasonable time, place, and manner restrictions for Events and activities occurring in UAH facilities in a viewpoint-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 facility or that reasonably creates a health or safety risk to persons or risk to property.
8. UAH property must be protected at all times.
9. Persons on UAH's property may be required to provide identification and evidence that the person is a currently registered student, staff or faculty member at the institution, is a UAH affiliate, or has lawful activity to pursue at UAH.
10. Persons engaging in activities on UAH property are subject to and must comply with all applicable UAH policies and procedures.
11. Any person or group holding an Event or other activity in UAH facilities must remove all trash and other items associated with same and return the facility to its pre-existing condition as soon as the Event or activity is concluded. UAH will assess the reasonable costs of returning the facility to its pre-existing condition (including damages, labor, repairs, replacement, etc.) and/or cleanup to those persons or

group failing to comply with this requirement.

12. Because facilities may be used by one or more groups at any given time, noise levels must be kept to a minimum and children should always be supervised by an adult.
13. UAH facilities are governed by the Smoke-and Tobacco-Free Policy.
14. Fireworks, luminaries, candles, and other open flames are not permitted in any facility.
15. 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 or other activity 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.
16. No Event may last longer than eight (8) hours during a 24-hour period or more than two (2) days in a row without prior written approval from the Charger Union Administrative Office. The aforementioned office will consult with any needed UAH Officials prior to granting permission.

G. 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 UAH affiliates. 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.

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 harassment, unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise incompatible with the functioning of the institution. 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 and wellbeing 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 reasonably regulate the time, place, and manner of expression in a viewpoint-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.

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 the invitation of a UAH affiliate who is actively participating in same.

1. Special Guidelines for Invited Speakers

- a. Where an invited speaker is the object of protest, persons may demonstrate and/or distribute materials outside the facility in accordance with the Policy for Use of Outdoor Areas of Campus (UAH Policy 03.01.06).
 - b. Persons who wish to attend an Event or other activity involving an invited speaker must do so as members of the audience and must give the speaker a respectful hearing. (e.g., do not interrupt, etc.)
 - c. Failure to grant the speaker a respectful hearing may result in the offending person(s) being asked to leave or being removed.
 - d. Signs, placards, or similar paraphernalia associated with a demonstration shall not be carried into any facility.
 - This provision is focused on preventing material and substantial interferences and the safety of participants.
2. 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/if the speaker provides that opportunity to the audience.

Special Guidelines for Material Distribution (e.g., distribution of leaflets, pamphlets, written materials, etc.)

- a. "Distribution" is defined as and limited to individuals handing materials to other individuals who may accept them or refrain from receiving them.
- b. UAH affiliates may distribute leaflets, pamphlets, written materials in conjunction with an Event.
- c. Persons distributing such materials are expected to refrain from littering and to encourage the same from others. 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 paragraph, leaving materials unattended on a surface to be picked up before the date of an Event or after an event has concluded is

considered littering, not distribution.

- d. Materials may not be distributed door to door in residence halls or academic buildings.

H. Posting Printed Materials, Solicitation, and Commercial Activities The posting of printed materials in UAH Facilities by a UAH affiliate is permissible as provided herein. The posting of printed materials may also be subject to any additional restrictions contained in policies concerning a specific facility.

1. Posting Printed Materials

- a. Printed materials, including commercial advertisements and promotions, may be reasonably posted on designated, general use bulletin boards in accordance with these guidelines.
- b. Other than general use bulletin boards, permission for display of printed materials in or around facilities (including locked bulletin boards or those associated with a particular office) must be approved by the appropriate building director, department, or dean of the college or school responsible for the facility.
- c. Printed materials should be 11" x 17" or smaller, and neatly displayed
- d. 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.
- e. Posted materials must not be false, misleading, deceptive, obscene, illegal, or libelous, and must not be directed to and likely to have the effect of inciting or producing imminent lawless action.
- f. Posted materials must not be attached to or placed on any building or facility, including any interior or exterior walls, doors, windows, etc., unless related to an official UAH matter.
- g. Posted materials that do not comply with this policy will be removed.
- h. Defacing, removing, or destroying posted printed materials is prohibited by anyone other than the person or organization that posted the material or University personnel responsible for removing such materials in the normal course of their job duties.

I. Solicitation and Commercial Activities, etc.

- 1. Solicitation of contributions or fundraising by or for a public official, candidate for public office, or a representative of an official or candidate is not permitted in facilities.
- 2. UAH reserves the right to disallow any political activity that may reasonably imply its endorsement of a political party or candidate, including the use of UAH symbols and landmarks.
- 3. Vendors at an Event (and not under an express UAH contract) may set up a table or booth for product displays or information, distribution

of product literature only if the person or organization applies for and receives written permission along with their approved Event Request. Permission will be granted provided:

- a. the person or organization is sponsored by a UAH organization;
 - b. the proposed solicitation activity and product is compatible with the educational mission of UAH and is not prohibited by law or other contractual limitation;
 - c. the person or organization agrees to comply with the time, place, and manner regulations set out in this policy.
4. UAH affiliates must receive permission in writing from the Division of Student Affairs before conducting commercial activities at an Event.

J. Violations of these Policy Guidelines

UAH reserves the right to enforce these guidelines by all reasonably necessary means to ensure compliance. Events or other activities 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 or other activity may be assessed, as applicable, by charging the costs to a student account, a UAH 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 UAH facilities. A UAH affiliate who invites a non-UAH individual or group onto/into UAH Facilities will be held responsible for that individual or group's compliance with this and all applicable UAH policies. A non-UAH 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 (5) years or sooner as needed.

Agreement:

Language used in agreement terms: The individual completing the Event Request form hereafter referred to as "Affiliate" and any UAH Facility will be referred as "Premises"

Affiliate agrees to comply with the following general terms and conditions, in addition to all other terms of the Agreement, as a requirement for holding their Event on the Premises of UAH:

1. **Use of Premises.** UAH may grant and give its consent and permission for Affiliate to use and occupy the Premises, for the described Event, at the date and time specifically described in Your approved Event Request. UAH's consent and permission are given subject to and dependent upon Affiliate complying with the Agreement. Affiliate is limited to the number of persons allowed by UAH for the Event. Affiliate will take good care of the Premises, and return the Premises in as good a condition as when received. The 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, Affiliate will incur additional charges for cleanup and damages for any such unauthorized use.
2. **Charges.** The use of certain Premises may require Affiliate to pay a reasonable

charge to occupy the space. Any such charge would be noted on the Charger Union Administrative Office Website and/or in the Event Request for the applicable space. All such charges must be paid in full prior to the Event. In addition, Affiliate is also responsible for all reasonable costs of supplies and materials for your Event, required personnel, extra charges related to setup or cleanup as described below, costs of insurance, costs of food, beverages, alcohol, and catering, and any and all reasonable costs of damage, if applicable, to UAH property.

3. **Supplies and Materials.** All supplies and materials required to conduct the Event must be furnished by Affiliate at the Affiliate's cost, except as specifically agreed otherwise in writing by UAH. UAH may impose additional charges for event related services. (e.g., audio, lighting, video, catering, janitorial). Requests for those services must be made in advance and in a timely manner.
4. **Personnel & Security.** Affiliate 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 Affiliate an hourly rate, with a minimum of four hours, for the use of UAHPD for an Event expected to have 100 or more people in attendance or an Event that requires traffic control or a street shutdown. Affiliate 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 a supervising adult as set forth in Child Protection Policy (06.09.01). Affiliate is responsible for all acts and omissions of personnel obtained by Affiliate.
5. **Set Up, Clean-Up, and Care of Facilities.** Unless otherwise agreed in writing by UAH, Affiliate is 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. Affiliate agrees to pay for all repairs and cleaning that result from the neglect, use or abuse of the Premises by Affiliate or any of their employees, invitees, guests, or others. Affiliate is not allowed to toss or distribute seeds, rice, or confetti at an Event. Affiliate may not remove furniture from lobby areas, hang decorations on any painted surface in facilities, or use tape, tacks, or nails.
6. **Insurance.** Unless granted a specific exception by UAH as noted below, Affiliate must provide to UAH a certificate of liability insurance from a carrier acceptable to UAH with an A.M. Best rating of A - VII or higher, as evidence of general liability insurance coverage for the use of the Premises and the Event. This insurance shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. The general liability insurance policy must name The Board of Trustees of the University of Alabama, its agents, officers, and employees, as additional insureds. General liability insurance shall be in the following minimum amounts: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. All events where minors will participate must obtain sexual assault/molestation insurance in compliance with the Child Protection Policy. Depending on factors such as the location of the Event, size of the Event, duration and timing of the Event, presence of alcohol at the Event, format of the Event, and the presence of other reasonable and objectively acknowledgeable risks involved with Your proposed Event, UAH may require an additional amount or type of coverage or may accept a reduced amount of

coverage or no insurance. Any limitation or exemption of coverage, however, must be obtained in writing from UAH's Office of Risk Management.

7. **Catering.** The use of UAH Dining Services is required for catering services in the Conference Training Center, Charger Union, and Student Services Building. Affiliate must obtain permission in writing from the Division of Student Affairs for the use of any outside catering services or provision of food and beverages in all other space. Affiliate and any approved outside caterer shall comply with all licensure and insurance requirements. To the extent allowed, Affiliate 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. Affiliate shall be responsible for making all necessary arrangements with the caterer and paying all expenses and charges of the caterer. Neither Affiliate 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, Affiliate 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 subject to the Smoke-and Tobacco-Free Policy.
9. **Parking Regulations.** Affiliate and the Affiliate's 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 Affiliate 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. Affiliate must examine the Premises prior to the Event and Affiliate assume all risks of Your use of the Premises.
11. **Laws, Rules, Regulations, Policies, and Procedures.** Affiliate 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.** Affiliate 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 Affiliate.
13. **Indemnification.** Affiliate hereby agree to indemnify, hold harmless and defend UAH, its affiliated entities, UAH vendors and contractors rendering services to Affiliate 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 Affiliate, any of Affiliate's contractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, Affiliate's 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.** Affiliate agrees to return the Premises to pre-Event conditions. In the event Affiliate fails to return the Premises to pre-Event conditions, Affiliate agrees 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 Affiliate's or Affiliate's contractors', invitees', guests', employees', agents' or others' use of the Premises or conduct of the Event. This shall apply to any negligent (including strict liability), wanton or intentional act or omission of Affiliate or any of Affiliate's contractors, invitees, guests, employees, agents, or others. UAH may calculate the reasonable cost of repairing said damage, including labor charges that may include overtime. Affiliate also agrees 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 and departments and registered student organizations, or for Events sponsored by same, the damages assessed by UAH will be deducted from the University account number of the appropriate organization.

If a registered student organization does not have a UAH account, it will still be responsible for any damages assessed. Individual faculty and staff members holding or sponsoring Events agree to be personally responsible for damages arising there from. In the event of damages, UAH will provide the faculty or staff member with an invoice itemizing the amounts owed. If the faculty or staff member fails to pay the invoiced amount within seven (7) days of it being issued, the invoiced amount will be satisfied by payroll deduction (including a lump sum deduction) and by any other method allowed by law.

Individual students holding Events agree to be personally responsible for damages arising therefrom. In the event of damages, UAH will provide the student with an invoice itemizing the amounts owed. If the student fails to pay the invoiced amount within seven (7) calendar days of it being issued, the invoiced amount will be charged to the Student's account (and, thereby, subject to the terms and conditions regarding unpaid student accounts). 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 the Affiliate breaches or fails to comply with or abide by any of the terms and conditions in the Agreement. Upon any such termination, Affiliate agrees to promptly vacate the Premises and cease conduct of the Event. Affiliate further acknowledges 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 Affiliate if the Event will interfere with official UAH activities or in the event of extenuating circumstances that would render holding or continuation of the Event impracticable. Affiliate further agrees that in the event of any termination by UAH, UAH shall have no liability for any direct or consequential damages or loss that Affiliate may suffer or incur as a consequence of such termination.
17. **Termination by Affiliate .** Affiliate 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 related 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.** Affiliate is responsible for securing the consent in writing of the owner of any copyrighted material used by Affiliate, 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 Affiliate are released from their obligations hereunder. UAH will not be responsible for any damages to Affiliate, but Affiliate will be entitled to a refund of charges paid and not used. Force majeure shall include fire, earthquake, hurricane, flood, severe weather, act 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 materially disrupts UAH's teaching, research, administrative, service, or other activities or otherwise negatively impacts 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.