

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

Purpose The primary purpose of the use of all buildings owned, leased, or operated by The Board of Trustees of The University of Alabama (the "Board"), for and behalf of The University of Alabama in Huntsville ("UAH" or "University"), is to support the University's educational and research mission. The Board, as an independent, constitutional instrumentality of the state, will, through UAH, regulate access to the facilities on UAH's campus in a manner that is consistent with applicable laws. This policy is intended to preserve the order necessary to conduct customary University operations and activities, facilitate responsible stewardship of institutional resources, protect the safety of persons and the security of property, and maintain the aesthetic appearance of its facilities.

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

A. Policy

The facilities of UAH (referred to as "campus space," "facilities," and/or "buildings") are reserved for faculty, staff, and students for their intended academic, administrative, and research purposes. Second priority is given to activities that support the teaching, research, and service components of UAH's mission. Third 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 and/or research mission or operation of UAH.

The available campus space identified in Paragraph C of this policy shall be reserved pursuant to the provisions contained herein. To the extent any other campus space not listed in Paragraph C is made available for use, it must be reserved through the designated person and mechanism applicable to the particular campus space at issue. For example, space in all academic buildings is under the direction and control of the dean responsible for the respective academic building and, to the extent any space is available to be reserved therein as determined by the dean, such reservation shall be requested through the appropriate reservation mechanism identified thereby. To the extent any research space is made available, such space 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 campus space, whether reserved pursuant to this policy or otherwise, is subject to Paragraph F of this policy as well as all other applicable UAH policies, procedures, and guidelines, along with local, state, and federal laws.

B. Who May Use Available Campus Space

Subject to the terms of this policy, the available campus space identified in Paragraph C generally may only be reserved or used by the following:

1. members of the campus community (*i.e.*, UAH faculty, staff, and students);
2. a University academic or administrative unit;
3. a registered student organization;¹ or
4. an individual or organization that is sponsored by (a) the University, (b) a University registered student organization, (c) administrator, or (d) a member of the faculty or staff.

The aforementioned categories of eligible users are collectively referred to in this policy as “University affiliate(s).” Any University affiliate that reserves available campus space must participate in any activity associated with that reservation.

C. Available Campus Space

1. Room 100 of Wilson Hall/Wilson Theater
2. Lobby, Room 109, and Room 107 of the Shelby Center for Science and Technology (“SST”)
3. Conference Training Center (“CTC”)
4. Charger Union Theater
5. Chan Auditorium
6. Morton Hall Auditorium and black box theatre
7. Materials Science Building Chemistry Auditorium
8. Bevill Conference Center Lobby

D. Reservation Process for Use of Available Campus Space and Approval of Campus Use Reservation (“CUR”) Applications

In addition to the requirements and limitations of this policy, use of available campus space is further governed by any policy and procedure relevant to specific campus space, the Alcoholic Beverage Usage at University Events Policy, Child Protection Policy, Smoke- and Tobacco-Free Policy, the General

¹ A “registered student organization” is one that is properly registered with UAH’s Division of Student Affairs that has not had its available privileges, such as the use of campus space, withdrawn, suspended and/or restricted.

Terms and Conditions for Use of Facilities incorporated herein by reference, and all other applicable policies and procedures.

1. Subject to the limited exceptions noted in Paragraph D.5 below, each applicant for an event using available campus space (“Event”) must register their Event by completing a CUR application. The CUR application and General Terms and Conditions for Use of Facilities 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 that utilizes available campus space (e.g., food service, security, electrical service, etc.), applicants for use of available campus space are strongly encouraged to submit a CUR application at least thirty (30) days prior to the Event. At a minimum, a CUR application must be submitted at least fourteen (14) days prior to the planned Event. The CUR application will be approved or denied within seven (7) days of receipt.
3. Upon receipt of the CUR 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 UAH Conferences and Events Coordinator will approve a CUR application properly made by an appropriate University affiliate unless there are reasonable grounds to believe that one or more of the following conditions are present:
 - a. The applicant has had its/their available privileges, such as the use of certain campus space, withdrawn, suspended, and/or restricted.
 - b. The proposed available campus space is unavailable at the time requested because of conflicting events previously planned in or around that location.
 - c. The proposed date, time, or requested available campus space is unreasonable given the nature of the Event and/or the impact it would have on UAH’s resources and teaching and research mission.
 - d. The Event would present logistical complexities that cannot be accommodated based on when the CUR application was submitted, the size of the Event, and when the Event is to occur.
 - e. The Event would unreasonably prevent, disturb, or interfere with the academic, administrative, research, service, or outreach activities of UAH.
 - f. The Event would not comply with the provisions of Paragraph F (General Provisions Applying to All Use of Campus Space).
 - g. The Event would reasonably constitute an immediate and actual danger to UAH faculty, staff, or students or to the peace or security of UAH, and, in the case of an invited speaker, that available law enforcement officials could not control with reasonable effort.

6. Persons shall not prevent, obstruct, or interfere with regular academic, administrative, student activities, or other approved activities at UAH.
7. The safety and well-being of members of the campus 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 campus space 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 space or that reasonably creates a health or safety risk to persons or risk to property on campus.
8. UAH property must be protected at all times.
9. 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 a University 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 campus space must remove all trash and other items associated with same and return the campus space to its pre-existing condition as soon as the Event or activity is concluded. UAH will assess the reasonable costs of returning the campus space 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 campus space 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. Campus space is governed by the Smoke-and Tobacco-Free Policy.
14. Fireworks, luminaries, candles, and other open flames are not permitted in any campus space.
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 in campus space 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 Division of Student Affairs.

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

University 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 University affiliate who is actively participating in same.

1. Special Guidelines for Invited Speakers

Where an invited speaker is the object of protest, persons may demonstrate and/or distribute materials outside the campus space in accordance with the Policy for Use of Outdoor Areas. Persons who wish to attend an Event or other activity in campus space 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.). Failure to grant the speaker a respectful hearing may result in the offending person(s) being asked to leave or being removed. Signs, placards, or similar paraphernalia associated with a demonstration shall not be

carried into any campus space. 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.

2. 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. University 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 campus space by a University 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 campus space, such as Charger Union, the CTC, or Student Services Building.

1. Posting Printed Materials (e.g., advertisements, promotions, information, etc.)
 - 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 campus space (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 building.
 - c. Printed materials should be 11" x 17" or smaller, placed in a plastic jacket, 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.

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 campus space.
- 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 CUR application. Permission will be granted provided (i) the person or organization is sponsored by a UAH organization; (ii) the proposed solicitation activity and product is compatible with the educational mission of UAH and is not prohibited by law or other contractual limitation; and (iii) the person or organization agrees to comply with the time, place, and manner regulations set out in this policy.
- 4. University 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 activity in campus space 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 in campus space 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 campus space. A University affiliate who invites a non-University

individual or group onto campus or into campus space 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 (5) years or sooner as needed.

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 CUR 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, alcohol, 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 audio-video 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 for an Event expected to have 100 or more people in attendance or an Event that requires traffic control or a street shutdown; however, there will be no charge for security provided by UAHPD for free speech 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 Facilities.** 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 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 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, You 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, Student Services Building, and the Beville Center. You 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. You (and any approved outside caterer) shall comply with the all licensure and insurance requirements. 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 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', 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 You or any of Your contractors, invitees, guests, employees, agents, or others. 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 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 that the organization or department provides on its CUR. If a registered student organization does not have a University 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 therefrom. 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 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 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.** 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, 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.