

PERMISSIVE USE AGREEMENT

BOONE CABIN – THE UNIVERSITY OF ALABAMA 15180 Freeman’s Bend Road Northport, AL 35475

This Permissive Use Agreement (“Agreement”) made this the _____ day of _____, _____ by and between The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of The University of Alabama, Tuscaloosa, Alabama (“University”), and _____ (“User”), whereby the University agrees to allow the use of Boone Cabin (hereinafter, the “Facility”) on the following terms and conditions.

1. Use of Premises. The University hereby grants and gives its consent and permission for User to use and occupy the Facility during the Date(s) and Time(s) specified herein for the event described on the Reference Page (the “Event”) attached hereto as Exhibit “A” and incorporated herein (“Reference Page”). The University’s consent and permission is given subject to and dependent upon User agreeing to and complying with all terms and conditions of this Agreement. User shall not be permitted to use any other areas, facilities, or equipment of The University for the Event. Any unauthorized use or access to areas, facilities, or equipment not subject to this Agreement will constitute trespass and may be subject to prosecution, and, at a minimum, User will incur additional charges for cleanup and damages for any such unauthorized access. Further, use of the Facility shall not exceed the number of persons specified by User on the Reference Page. User shall keep and maintain, and shall cause others to keep and maintain, the Facility in good order and repair, and shall return the Facility to the University the same condition as it was received.

2. Security Deposits. The Security Deposit will be due upon booking to secure the date(s) requested. If the Security Deposit is not collected, the dates will remain open to the public. Security deposits will be refunded to the User within ten (10) business days following the event, provided the Facility is returned to UA in the same condition as it was received by the User. The Security Deposit and full payment is due upon booking Game Day Weekend events. Full payment for all other events is due thirty (30) days prior to the first date booked. Excluding Game Day Weekends, reservations canceled more than thirty (30) days prior to the rental date(s) will be fully refunded to user within ten (10) business days of cancellation. Game Day Weekend reservations will only be refunded if the cabin is reserved by another party for the same date(s), in which event User will receive a full refund within ten (10) business days of the new reservation. Reservations canceled within thirty (30) days of the rental date(s) will *not* receive a refund of the Security Deposit.

3. Charges. User shall pay all charges and other fees set out on the Explanation of Rental & Other Fees, attached hereto as Exhibit “B” and incorporated herein (“Fee Sheet”), **due in full** thirty (30) days prior to the first date booked by User. If a reservation is made less than thirty (30) days prior to the first date booked by User, the Security Deposit and all rental fees are due upon signing this Agreement. In addition to rental fees, the User shall be separately responsible for all other costs, including without limitation, costs of supplies and materials not furnished by the University, required personnel & security, excessive setup, cleanup, costs of insurance, costs of food, beverages, and catering, any and all costs of damage to University property, and any other costs specified on the Fee Sheet.

4. Supplies, Materials, and Equipment. User shall keep and maintain in good condition and shall cause others to keep and maintain in good condition, all supplies, materials, and equipment, and shall return all supplies, materials, and equipment to the University in the same good condition as User received said items from the University, except as specifically agreed otherwise. User agrees that there will be additional charges for lost, misplaced, damaged, and/or stolen supplies, materials, and equipment, including without limitation, televisions, linens, furniture, tents, tables, grills, chairs, or appliances.

5. Personnel and Security. Unless otherwise provided on the Fee Sheet, User shall furnish and be responsible for all personnel that User deems necessary to conduct the Event. User is responsible for providing all supervision, security, and crowd control personnel who are necessary to protect the Facility and other University property from any damage or acts of vandalism committed by User or User’s employees, contractors, representatives, vendors, caterers, volunteers, Event

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participants, invitees, guests, and other individuals associated with User or the Event (collectively “Invitees”). User and its Invitees shall comply at all times with the terms of this Agreement. User shall be responsible for the acts of its Invitees. In the event it is determined by the University, in its sole discretion, that additional security is necessary to ensure the safety of User and its Invitees or to protect University property, the University may require the User to obtain and furnish, at User’s expense, the presence of off-duty UAPD officers or other security. Children fifteen (15) years of age and younger shall at all times be accompanied by an appropriate number of supervising and responsible adults.

6. University Representative. The University may, but shall not be required to, provide at least one representative on-site or on-call (“University Representative”) to oversee and protect University property. User shall follow all reasonable instructions and requests of the University Representative. User agrees that the University Representative shall have no responsibility to protect, supervise, or provide security to User or its Invitees, and neither the University nor the University Representative shall assume any responsibilities for or owe any duties to User or its Invitees.

7. Set-up, Take-Down, and Cleaning. Upon reasonable advanced request, the University may provide set-up and take-down services in connection with those supplies, materials, and equipment provided by the University for the Event, as specified on the Reference Page and/or Fee Sheet (e.g., tents, tables, etc.). User shall be responsible for all other set-up, take-down, cleaning (outside and inside the Facility), decorations, and conduct of the Event. User agrees that it may incur additional charges for unreasonable or untimely requests for the University to provide set-up and take-down services. User further agrees that it may incur additional charges for failing to return the Facility to the University in the same good order and condition as it was received by User. User agrees to pay for all repairs, replacements, and cleaning that result from the use, neglect, vandalism, or abuse of the Facility, or other University facilities or property, by User or its Invitees.

Please note that tossing seeds, rice, confetti, or similar items is strictly prohibited, as well as sparklers and fireworks of any kind. User shall incur additional charges for any such use in violation of this Section 7.

8. Catering. All food, beverages, and catering shall be subject to approval by the University. Preparation and service of food and drinks, other than prepackaged food and beverages, must be provided by a University-approved caterer. A list of approved University vendors can be found at: <https://riskmanagement.ua.edu/wp-content/uploads/sites/64/2022/12/Approved-Caterers.pdf>. User shall be responsible for making all necessary arrangements with the approved caterer and for paying all costs of food, beverages, and catering, including without limitation, costs associated with preparation and clean-up. User shall not have any right to operate concessions for food, beverages, or to offer for sale any officially licensed University merchandise; all such rights are reserved to University. In addition to the other indemnification obligations set forth in this Agreement, User shall indemnify the University from and against any and all claims, losses, or demands made by a caterer against the University arising from or relating to the Event. Any approved caterer shall comply with the vendor insurance requirements of the University.

9. Alcohol. All alcohol shall be subject to the approval of the University. The University shall have the sole and absolute discretion to approve or deny requests to serve alcohol. If approved, User agrees to comply with all applicable laws and regulations and University policies, including without limitation, laws regarding open containers, consumption, and possession by minors, as well as the Approved Alcohol Venue Policy. In addition, all faculty, staff, and students shall be subject to and comply with all faculty, staff, and student policies, including without limitation, the Faculty Handbook, the Employee Handbook and Policy Manual, and the Student Code of Conduct. . **The sale of alcohol and/or cash bars are strictly prohibited.** Approved alcohol must be served by an approved caterer. If alcohol is served at User’s Event, alternative transportation shall be provided, at User’s expense. The University does not assume any responsibility or liability for User or its Invitees arising from or related to the service of alcohol at User’s event.

10. Parking Regulations. User and its Invitees shall be subject to and comply with all University parking rules and regulations. It shall be User’s responsibility to know said rules and regulations. No dedicated or reserved parking spaces shall be made available to User or its invitees. Unless specifically agreed to in writing, User shall not gaining limited or exclusive access to any parking lots or facilities. In addition, User and its Invitees shall not block any driveways in the area of the Facility.

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11. No Smoking. The Facility is a smoke-free facility. User shall be assessed additional costs for violation of this provision by User or its affiliates.

12. No Obstruction of Signage. User shall not hang, or allow others to hang, signs, banners, or posters in front of or otherwise obscure any existing Facility signage, commercial or otherwise, without the written consent of the University.. Any approved signage shall not cause damages to walls and other structures at the Facility. User agrees that it shall incur additional charges for any damage caused by handing signage.

13. AS-IS / Condition of Facility. The University makes no warranties or representations regarding the Facility, or its fitness for a particular purpose or Event. The Facility is provided in an **AS IS** condition.

14. Licenses, Taxes, Laws, Rules, Regulations, Policies, and Procedures. User shall comply with all laws, orders, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including without limitation, rules and policies of the University. User agrees to comply with any applicable laws regarding equal access and nondiscrimination, including the Americans with Disabilities Act and Title IX. User further agrees to ensure User and its invitees fully understand and comply with Alabama's child abuse reporting statutes (ALA. CODE § 26-14-1 *et seq.*) and the University's Child Protection Policy, including reporting any suspected child abuse to the University and the appropriate authorities, including without limitation, UAPD. User shall be responsible for acquiring all licenses required to undertake the Event and shall be responsible for paying any and all taxes or government charges related to the Event. In addition to the other indemnification obligations set forth in this Agreement, User shall indemnify the University for and against any and all fines, penalties, sanctions, violations, claims, losses, or demands arising from or related to any failure by User or its Invitees to comply with this Section 14.

15. No Assignment and Subletting. This Agreement is specific to User and is not assignable nor shall the Facility or any part hereof be sublet or used for any purpose without express written consent of the University.

16. Indemnification. User shall indemnify, hold harmless and defend The Board of Trustees of The University of Alabama, its affiliated foundations, 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 User or its Invitees, or arises out of, relates to, or is attributable to, User's use of the Facility 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. Further, User's indemnification obligations as provided for under this Agreement exist even if coverage for these items and/or the conduct from which they arise is excluded under any of User's policies of insurance or reinsurance or if coverage under such policies has been exhausted. 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.

17. Additional User Liability. In addition to User's indemnity obligations set forth above, User shall be solely liable for the costs of repair or replacement of any damage to the Facility, including without limitation, any negligent (including strict liability), wanton, or intentional act or omission of User or User's associates. The University shall calculate the cost of repairing/replacing said damage, including labor charges, which may include overtime, and provide an invoice for said charges to the User. User shall pay said costs within seven (7) days following receipt of said invoice.

18. Access to Facility. The University and its representatives shall have the right to enter the Facility at all reasonable times before, during, and after the Event, for any reasonable purpose. The University retains the right, in its sole discretion, to immediately eject and bar User and/or its Invitees from the Facility for just cause, including without limitation, a violation of any term or condition of this Agreement.

19. No Sponsorship by the University. User acknowledges that the Event is not sponsored, hosted, or conducted in any way by the University and User agrees to assume all responsibility and liability arising or resulting from its organizing, hosting, sponsoring, advertising, and conducting of the Event. User may not use the logos, indicia, registered

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symbols, or trademarks of the University without the prior written consent of the University's licensing director. User shall not represent nor imply that the Event is sponsored, hosted, or conducted, in whole or in part, by the University.

20. No Waiver. No delay or omission of the exercise of any right by either party shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to the parties.

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

22. Counterparts. This Agreement may be executed in multiple counterparts (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

23. Captions. The paragraph headings of this Agreement are for convenience only and are not intended, and shall not be construed to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Agreement.

24. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles. The University does not waive any immunities to which it is entitled under the statutes and constitutions of the United States, the State of Alabama, or any other applicable provisions of law, including without limitation, Article I, section 14 of the Constitution of Alabama and the Eleventh Amendment to the United States Constitution. Any claim against the University must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claim neither barred by immunity nor required to be made through the Alabama State Board of Adjustment shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court. Nothing in this Agreement shall be construed as a waiver of immunity or consent to suit by the University.

25. Termination by University. The University shall have the right to withdraw and terminate the permission hereby given at any time if User breaches or fails to comply with or abide by any of the terms and conditions herein. Upon any such termination, User shall promptly vacate the Facility and cease conduct of the Event. User further acknowledges that the primary function for which the Facility exists is the conduct of recreational, educational, and other events of the University. Accordingly, the University reserves the right, at any time prior to the Event, to cancel this Agreement and refund all amounts paid by the User. User further agrees that in the event of any termination by the University, the University shall have no liability for any direct or consequential damages or loss that User may suffer or incur as a consequence of such termination.

26. Termination by User. User may cancel this Agreement, with a full refund, by providing written notice to the University no less than thirty (30) days prior to the scheduled Event.

27. Use for Official University Function. In the event that a University department or division is the User pursuant to this Agreement, then the provisions as to Indemnity (Section 16) and Additional Liability of User (Section 17) shall not apply. Payment shall be made by an interdepartmental budget transfer.

28. Signature Authority. User's signatory represents and warrants that they have full authority to enter into this Agreement. In the event that the User is a corporate entity, User's signatory further represents that no further corporate or other approvals are necessary to execute this Agreement. The individual signing shall assume personal liability for this Agreement in the event that the corporate User contests such authority be unable to comply with all of the terms of this Agreement. The User must be 19 years of age or older to enter into this agreement.

29. User Property. The University assumes no responsibility whatsoever for any property placed in the Facility by User or its Invitees. All charges due by User to the University constitute a first lien against any property of User at the Facility. Further, any property of User or its Invitees that remains at the Facility for longer than ten (10) days following

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User's last date booked at the Facility shall be considered abandoned and shall become, and remain, the property of the University.

30. Copyright Fees, Royalties, and Licenses. User shall be responsible for securing written consent from the owner of any copyright or other intellectual property used by User at the Facility or Event and shall indemnify the University for an against any and all claims or other demands for fees, royalties, or other compensation in connection therewith.

31. Force Majeure. If the Facility is rendered unusable for the Event by reason of Force Majeure, the University and the User shall be released from their obligations hereunder. In such event, User shall only be entitled to a refund of any unused amounts paid to the University and no other amounts, and the University shall have no further obligations to the User. Force majeure shall include, without limitation, fire, earthquake, hurricane, tornado, flood, act of God, or any other natural disaster, war, epidemic, pandemic, governmental restrictions, or any other cause beyond the control of the University.

32. Notices. All notices must be in writing and delivered to the following:

If to the University:
Events Coordinator
Box 870238
Tuscaloosa, AL 35487

With a copy to (and shall not constitute notice):
Office of Counsel
Box 870106
Tuscaloosa, AL 35487.

If to User:
Notices to the User may be directed to the contact set out on the Reference Page. See Exhibit A.

33. No Disruption of University Functions. The Facility is primarily intended as a recreational and educational facility. The Facility may not be used in any way, and the Event may not be conducted in any manner, that materially disrupts the University's own teaching, research, administrative, service, or athletic activities. Proposed uses may also be subject to reasonable time, place, and manner restrictions imposed by the University. Restrictions may be imposed for health and safety concerns or other conflicts with the University's educational mission and goals. The University reserves the right to deny any proposed use or cancel any Agreement, in its sole and exclusive discretion, to the extent allowed by law or as otherwise permitted hereunder.

34. No Animals. No animals are permitted inside the Facility, with the exception of service animals.

35. Fees for Participants. User shall be solely responsible for establishing, billing, and collecting all fees and charges payable by User's invitees to the Event. Any amounts owed the University hereunder are not contingent upon User's collection of any fees or charges .

36. Transportation and Incidental Services to be Contracted Separately. User shall be solely responsible for securing transportation and any other services to be provided to User and its Invitees in association with the Event.

37. Fireplace in Boone Cabin. Currently there are two non-working fireplaces inside the Facility. The User agrees to never use or attempt to use these two fireplaces to start a fire of any kind. The User agrees to be held responsible for any and all types of damage, including smoke damage.

38. No Open Fires. No open fires are allowed on the property of the Facility unless the fire is contained inside a grill that is located outside the Facility. The User assumes all risk associated with the use of any grills.

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39. Severability. All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability. Further, this Agreement shall not be construed against the drafting party.

40. Denial of Future Rental Request. The following circumstances will be considered by the University in the event of any future rental requests by User, and may, in the University's sole and absolute discretion, be sufficient cause to deny any such request: :

- Cancellation less than thirty (30) days prior to User's first date booked at the Facility. Use will be permitted to make only one (1) such cancellation. In the event User makes a second (2nd) cancellation within thirty (30) days of User's first date booked at the Facility, all future rental requests by User will be denied.
- Failure to keep and maintain the Facility in good order and condition.
- Failure to pay all rental fees and other pre-event charges in full thirty (30) days prior to the event or any post-event charges due hereunder within seven (7) days of User's receipt of invoice from the University.
- Reports of violations and/or disturbances from local police, including without limitation, UAPD or Marine Police.

(The above examples are not an exclusive listing to deny future rental requests.)

41. Emergency Contact Numbers:

- Facilities Maintenance issues: **205-348-6001**
- UA Police Department: **205-348-5454**
- Tuscaloosa County Sheriff's Department: **205-752-0616**

Address of Boone Cabin:
 15180 Freeman's Bend Road
 Northport, AL 35475

Rental Dates: Check-in: _____ Check-out: _____

Total Amount Due:

Rental Fee(s)			\$ _____
Security Deposit	\$200		\$ _____
Plastic White Chairs	\$1.25 ea	qty _____	\$ _____
White Padded Chairs	\$2.00 ea	qty _____	\$ _____
Tables	\$7.50 ea	qty _____	\$ _____
Tents	\$250 ea	qty _____	\$ _____
Conf. Room Setup	\$25 per 8	qty _____	\$ _____
<i>Tax</i>	<i>4% on lodging</i>		\$ _____
GRAND TOTAL:			\$ _____

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[SIGNATURE PAGE(S) FOLLOW]

Initials _____

By signing below, User agrees to the terms of this Permissive Use Agreement, including all Exhibits and attachments incorporated herein.

USER:

**BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA:**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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**EXHIBIT A
Reference Page**

User (Legal/Group Name):					
Address:					
User Contact Number:					
User Contact Email:					
University of Alabama Employee:	YES _____	If yes, CWID:			NO _____
Type of Rental:	Day Rental \$175/\$150	Nightly Rental \$250/\$225	Game Day Rental \$375/\$325	Small Event Package (50 people or less)	Wedding/Special Event Package (150 people or less)
Facility:	Boone Cabin				
Number of Participants Allowed or Expected:					
Date(s):					
Time(s):					
Will Alcohol be served at the Event?:	YES	_____	NO	_____	_____
Check if User will serve:	Beer: _____	Wine: _____	_____	Other Alcohol:	_____
Caterer Being Used:	YES _____	NO _____	Name: _____		
Supplies and Equipment needed outside of Wedding/Special Event Packages (if any):	Tables (\$7.50 ea) _____	Folding Chairs (\$2.00 ea) _____	_____	Plastic Folding Chairs (\$1.25 ea) _____	
	Conference Room Setup: (\$25.00) _____	_____	20' x 20' Tents (\$250.00 ea) _____	_____	
Special Provisions for Setup:					
For Office Use Only: TOTAL CHARGES:					

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EXHIBIT B
Explanation of Rental & Other Fees

Rental Fees:

Weddings and Special Events:

- \$3,000 for base package (50 Guests)
 - Based on the number of guests for your event, this rate includes a two-night stay and customized setup of up to two 20' x 20' tents, eight 8' rectangular tables, two 5' round tables, 50 white padded chairs, 50 white plastic folding chairs, and security services.
- \$3,375 for 75 Guests
- \$3,650 for 100 Guests
- \$4,000 for 125 Guests

Small Events:

- \$1,000 for base package
 - This rate includes customized setup for 50 guests, five 8' rectangular tables, 50 white plastic folding chairs, and security services. Tents not included.

University of Alabama Home Football Game Weekends (“Game Day Weekends”):

- \$375 + tax per night
 - 2-night minimum
 - Friday night and Saturday night rentals cannot be split
 - Includes A-Day Weekend
 - **** Game Day Weekend reservations will only be refunded if the cabin is reserved by another party for the same date(s)****

Nightly Rentals:

- \$250 + tax per night
 - 2-night minimum
 - Friday night and Saturday night rentals cannot be split

Day Rentals:

- \$175 + tax per day
 - Example: Departmental Retreats
 - Time Frame allowed: 8am – 5pm
 - (Only available Tuesday, Wednesday, or Thursday)
 - ****NOTE: Any time after 5pm will be considered a night stay and will be charged the Nightly Rental rate in addition to the Day Rental Fee****

Security Deposits and Payments:

 X The following additional Security Deposits will be charged at the time of booking based on type of rental:

- Wedding & Special Events: \$500
- Small Events: \$250
- Game Day Weekend Events: \$200

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- Nightly Rentals: \$200
- Day Rentals: \$80

Additional Security:

Additional security personnel can be provided for the event at a rate of \$25/hour per person for a minimum of 4 hours.

Lost or Stolen Keys:

User will be charged \$100.00, plus tax, for lost or stolen keys. This fee covers rekeying locks and making additional keys. Keys that are not returned within forty-eight (48) hours following the last date of User's reservation will be deemed lost.

Blankets, Sheets, Towels, and Pillows:

For overnight reservations (after 5 pm), linens (e.g., blankets, sheets, towels, pillows, etc.) will be provided for ten (10) guests. For daytime reservations (prior to 5 pm), User will be charged a cleaning fee of \$40.00 for any linens used by User or its Invitees. All linens must be left inside the cabin. There will be a restocking fee for items removed from the cabin or damage by User or its Invitees. The restocking fee will be the University's cost for replacing the missing items.

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