

**University of South Alabama
Hancock Whitney Stadium
Suite Use Agreement**

Date _____

Suite Number _____

Parking Lot and Spaces _____

This _____-year commitment begins _____ and runs through _____

Name of Suite Holder _____

Point of Contact _____

Mailing Address _____

Preferred Phone Number _____

Email _____

By signing below, Suite Holder agrees that he/she has read, understands, and agrees to the Terms & Conditions listed below.

Signature _____ Date _____

University Approval:

Signature _____ Date _____
Director of Athletics

Terms and Conditions

1. PAYMENT. Suite Holder shall remit a total of \$_____ to the University of South Alabama (the "University"), which shall be payable in _____ equal installments of \$_____, each due on or before August 1 of an applicable contract year, in exchange for, during the term of this Agreement, use of the above-referenced Suite, eighteen (18) football season tickets per football season, and nine (9) premium red parking passes per football season. During the term of this Agreement, Suite Holders will also have first right of refusal to purchase tickets to non-football events held throughout the year, provided that the suite level is declared by the University as open for the non-football event.

2. CONDITIONS OF USE. Suite Holder acknowledges that its use of the Suite is subject to and conditioned upon the following terms and agrees that the University may exercise any of the remedies set forth herein for failure to comply by Suite Holder or Suite Holder's guests:
 - a. Suite Holder and Suite Holder's guests shall comply with all rules and regulations established by the University, including but not limited to parking regulations in effect on the University's campus. A copy of current rules and regulations is attached hereto as Exhibit A, which shall be subject to adjustment at any time by the University.

- b. Suite Holder and Suite Holder's guests shall be permitted access to the Suite no more than ninety (90) minutes before the scheduled event and shall leave the Suite no later than thirty (30) minutes after the conclusion of the scheduled event.
 - c. Suite Holder acknowledges all risks related to its attendance and use of the Suite, including risk of damage to or loss of property or risk of serious personal injury or death, including, but not limited to, the risk of contraction of Covid-19, and accepts sole responsibility for such risks. Suite Holder shall secure all personal property in and around the Suite and shall take all precautions necessary to prevent theft or destruction thereof. Suite Holder expressly acknowledges and agrees that the University shall not be responsible for the loss or theft of any personal property of or injury to Suite Holder at any time. The University will not remove or hold for safe-keeping any items of personal property left in the Suite after the conclusion of the scheduled event, and any such items will be deemed abandoned and removed by the University. Suite Holder may be subject to additional costs and fees associated with removal of any abandoned items of personal property.
 - d. Suite Holder and Suite Holder's guests shall respect the interests of other fans and clients of the University and shall not engage in or permit disorderly, harassing, or offensive conduct in or around the Suite.
 - e. Should Suite Holder or Suite Holder's guests violate any of these Terms and Conditions while in the Suite, the University will give Suite Holder, or any of Suite Holder's guests who may be violating these Terms and Conditions, a verbal warning. If Suite Holder or Suite Holder's guest fails to promptly come into compliance after said verbal warning, the University may immediately remove Suite Holder and/or Suite Holder's guests from the Suite and/or Hancock Whitney Stadium (the "Stadium"). Nothing in this section will operate to prevent immediate removal of Suite Holder and/or Suite Holder's guests from the Suite or Stadium rather than first issuing a verbal warning where deemed necessary by the University in order to protect the safety and security of other people and/or property.
 - f. Suite Holder shall be responsible for payment of all damages incurred by the University as a result of Suite Holder's failure, or the failure of Suite Holder's guests, to comply with the foregoing conditions Terms and Conditions. Suite Holder shall be assessed an additional fee equal to the amount of any such damages incurred by the University as a result of damage to the Suite or any equipment or items of personal property of the University caused by Suite Holder or Suite Holder's guests.
3. RENEWAL. Suite Holder, if not in default hereunder, shall have the option to renew this Agreement for additional _____-year periods at the rate in effect at the time of renewal. Suite Holder must provide written notice to the University on or before April 30 of the last contract year of the Agreement.
 4. DEFAULT. Should Suite Holder fail to pay any sums when due hereunder, or if Suite Holder or Suite Holder's guests fail to comply with or perform any other material term, covenant, or condition hereof, the University may terminate this Agreement and proceed against Suite Holder for the recovery of all damages incurred by the University as a result of the breach by Suite Holder. Without limiting the foregoing, in the event Suite Holder fails to timely pay any amounts due hereunder, such overdue balances shall accrue interest in the amount of one and one-half percent (1.5%) per month (or the maximum amount allowed by law, whichever is lower) from the due date until paid. In addition, Suite Holder shall reimburse the University for all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the University occasioned by, related to, arising out of, or in connection with any default by Suite Holder under this Agreement.

5. **ALCOHOL.** With prior written permission from the University, Suite Holder may bring alcohol into the Suite at approved times on the business day before football games (or other applicable non-football events) to store for personal consumption of Suite Holder and his/her guests during the football game or other event. Alcohol is not allowed to leave the Suite, and alcohol from other areas of the Stadium is not allowed on the suite level or into the Suite. At the conclusion of each football game, any alcohol remaining in the Suite will be securely stored by the University until the next football game, the conclusion of the last home game of a football season, or the expiration or termination of this Agreement, as the case may be. All alcohol must be removed from the premises by Suite Holder at the completion of each football season. For non-football events taking place outside of the football season, alcohol must be removed on or before the first business day after the event. Suite Holder understands that consumption of alcohol may be prohibited during some non-football events, in which case Suite Holder may not consume alcohol during the event.
6. **CATERING AND OTHER CHARGES.** Aramark is the official catering provider for the Stadium and must be provided first right of refusal for any catering needs. No caterer other than Aramark, or a successor caterer designated by the University, shall be used by Suite Holder without the express written consent of the University. Any charges incurred by Suite Holder other than the use fee set forth in Paragraph 1 shall be due and payable within sixty (60) days of the last football game in a football season.
7. **RELEASE AND INDEMNIFICATION.** Suite Holder hereby voluntarily assumes any and all risks associated with use of the Suite, including, but not limited to, the possibility of exposure to COVID-19, and releases the University and its officers, trustees, employees, and agents, from any and all liability for damages, suits, costs, or expenses (including reasonable attorneys' fees) incurred by Suite Holder that are or may be related to this Agreement or use of the Suite. Suite Holder further agrees to indemnify, defend, and save the University harmless from and against all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in and around the Suite or any part thereof, or occasioned wholly or in part by any act or omission of Suite Holder or his/her invitees or guests.
8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE UNIVERSITY OR ANY OF ITS OFFICERS, TRUSTEES, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR SUITE HOLDER'S USE OF THE SUITE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF SUITE HOLDER HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE UNIVERSITY TO SUITE HOLDER OR HIS/HER GUESTS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE SUITE EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY SUITE HOLDER TO THE UNIVERSITY FOR SUITE HOLDER'S USE OF THE SUITE.

9. **FORCE MAJEURE.** In the event compliance with any obligation under this Agreement is impractical, illegal, or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, pandemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order, or any other occurrence beyond the reasonable control of the party in question that may affect performance of services under this Agreement.
10. **INTEGRATION.** It is agreed and understood that this Agreement, together with any incorporated University rules and regulations, sets forth the entire agreement between the University and Suite Holder regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or oral agreements, promises, or understandings regarding the subject matter hereof, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties, other than modifications to the University rules and regulations, which may be amended at any time by the University. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not be deemed to be a waiver of such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
11. **GOVERNING LAW AND VENUE.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Alabama, without regard to its conflicts of law principles.
12. **ASSIGNMENT.** This Agreement is personal to Suite Holder and may not be sold, assigned, or transferred, nor the Suite sublet by Suite Holder, without prior written consent of the University.
13. **NOTICES.** The University may give all notices required hereunder to Suite Holder by phone, email, regular mail, or courier at the addresses and/or phone number on file for Suite Holder. All notices to the University must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

South Alabama Athletics
300 Joseph E. Gottfried Drive
Mobile, AL 36688

14. **NO WAIVER.** In the event there is a material breach by Suite Holder with respect to any of the provisions of this Agreement, without limitation of any other rights or remedies, the University shall have the right to terminate this Agreement. The University's failure to act upon any default on the part of the Suite Holder shall not be construed as a waiver of the University's rights hereunder, nor shall

any custom or practice that may arise between the parties in the course of dealing be construed to waive or lessen the right of the University to enforce the terms of this Agreement.

15. BINDING EFFECT. The terms and provisions hereof shall extend to, bind, and inure to the benefit of, as the case may require, the successors and assigns of the University and Suite Holder, as permitted by the University.