



UNIVERSITY OF SOUTH ALABAMA
ATHLETIC FACILITIES CAMP USE AGREEMENT

THIS AGREEMENT, made as of the date of last signature below ("Effective Date") between the University of South Alabama (the "University") and (name of individual or legal entity operating the camp/clinic) ("User").

WITNESSETH:

WHEREAS, User conducts a sports camp/clinic entitled, (the "Camp"); and

WHEREAS, User desires to utilize University's athletic facilities in connection with the Camp; and

WHEREAS, University believes that it is in its best educational and community interest to provide such facilities and support.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. FACILITIES, USE, AND TERM. University shall provide User the use, on a non-exclusive basis, of designated portions of the following facilities (the "Facilities") for the Camp (and for no other purpose) for the period specified on the final approved schedule:

Three horizontal lines for listing facilities and terms.

The term of this Agreement shall be for one (1) year, beginning on the Effective Date, subject to renegotiation and renewal annually in writing at the sole option and discretion of the University; provided, however, in the event the employment contract of User with the University (or if User is a legal entity owned in whole or in part by a University employee, the employment contract of said University employee) is terminated by either party, this Agreement shall terminate coincident with the date of termination of said employment contract.

- 2. FEES. User agrees to pay to the University fees in accordance with the following structure:
a. Individual Camp: \$1.75 per camper per day
b. Team Camp: 7% of User's Gross Revenue for the Camp





- c. **Administrative Fee:** For any non-coaching University employee involved in the operations of the Camp (e.g., secretaries, staff, etc.), User shall remit to the University an amount equal to said employee’s University wage for the time period that such employee is engaged in work for the User. This fee shall not apply if the employee only performs work for the User while said employee is not actively engaged in employment for the University (e.g., the employee has taken vacation time or other approved leave from his/her duties as a University employee during the Camp).

All checks shall be made payable to University of South Alabama and delivered to:

University of South Alabama
 Athletics Administration Building
 300 Joe Gottfried Drive, 3rd Floor
 Mobile, AL 36688

User is solely responsible for setting, charging, and collecting fees for the Camp from Camp attendees and is solely responsible for the payment of any and all Federal, State, or local taxes due on any compensation received from Camp attendees or otherwise arising out of or in connection with the use of the Facilities by User. University shall not be responsible for payment of any Federal, State, or local taxes arising out of or in connection with the use of the Facilities by the User.

- 3. **UTILITIES.** The fees described in paragraph 2 include existing utilities as may be needed for the Camp, but only in places and amounts as now installed in the Facilities.
- 4. **PARKING.** User agrees to honor all University rules and regulations regarding parking on campus.
- 5. **ADDITIONAL SERVICES.** The following additional services will be provided by the University at the specified charges/rates:

- 6. **ADVERTISING, SPONSORSHIPS, AND SIGNAGE.** All advertising, sponsorships, and signage for the Camp will be the responsibility of and paid for by User. All proposed advertisements, sponsorships, and signage must be reviewed by the University’s Athletic Director, or his or her designee, prior to posting, acceptance, publication, or broadcast. The University has the right to disapprove any proposed advertisement, sponsorship, or signage that it deems, in its sole



discretion, to be contrary to or in conflict with its interests. User understands that it is not allowed to use any University logo without written permission of the University.

7. **MANDATORY DISCLOSURES.** Neither party to this Agreement shall use the name or mark of the other party without that party's express written permission. User agrees that in its advertising and in its application materials and information sent to potential participants, attendees, and parents, it will include the following statement:

This private camp/clinic is neither owned nor maintained by the University of South Alabama. The activities offered, organized, or supported by [Name of Camps] are not associated with the University of South Alabama or its Department of Athletics.

All Camp websites must include the following statement in the footer of the website:

This website is neither owned nor maintained by the University of South Alabama. The activities offered, organized, or supported by [Name of Camps], as described on this website, are not associated with the University of South Alabama or its Department of Athletics. Please direct all questions regarding [Name of Camps] to the contact information provided in the camp website and materials. All camps are open to any and all applicants and are limited only by the number of slots available per camp and the age, grade level, and/or gender of the participants.

8. **CONCESSIONS.** Any concessions to be provided during the use of the Facilities will be coordinated with and provided by the University, unless otherwise agreed by the University.
9. **CLEAN-UP.** User agrees to remove all of its personal property from the Facilities within two hours of the conclusion of the Camp. Any property left in the Facilities by User shall, after a period of ten (10) calendar days, be deemed abandoned and shall become the exclusive property of the University. All other clean-up will be performed by the University.
10. **VIOLATION OF RULES; CAMP STAFF.** User agrees that the activities of the Camp that shall take place in the Facilities shall in no way violate the purposes, property, policies, or regulations of the University or the NCAA. To the extent allowed by rules of the NCAA, University of South Alabama General Administration policies (including without limitation the University Conflict of Interest and Conflict of Commitment Policy), and applicable law, User may hire University employees as Camp staff. The Camp must notify any such staff members that they must comply with all University policies and applicable laws and that any such employment will be regarded as the staff's personal endeavors for which he/she may be



required to take leave, unless the employee can show that he/she fulfilled his or her obligations and time commitments to the University.

11. REMOVAL OF CAMP STAFF. The University reserves the right to remove from the Facilities any and all User's employees, agents, contractors, or Camp attendees, and the right, with University's employees and agents, including University's security officers, to eject any objectionable person or persons from the Facilities and campus; and in the event of the exercise of this authority, User hereby waives any and all claims for damages against the University of South Alabama and its employees and agents on account thereof.

12. NO AGENCY. It is agreed and acknowledged that there is no agency, partnership, or joint venture relationship existing between the parties arising out of this Agreement. Each party to this Agreement shall act as an independent employer and shall not act as the agent, employee, or servant of the other party in the performance of this Agreement. Accordingly, the employee(s) of one party shall not be considered employee(s) of the other party, and neither party shall enter into any contract or agreement with a third party that purports to obligate or bind the other party.

13. EMPLOYEES; BACKGROUND CHECKS. User shall be required to submit a roster of all Camp employees and volunteers, as well as verification that the following background checks have been performed. User shall run a background check on all non-University employees yearly, University employees every five years, and University students every five years (if such students are working overnight camps). Certified background checks should be run to include searches through criminal and sexual offender databases at both the state and national level. Any infraction (misdemeanor or felony) must be brought to the attention of the Director of Athletics. It shall be at the Director of Athletics' sole discretion whether to allow any Camp employee or volunteer whose criminal background check or sexual offender check is not free of offenses to engage in any activities in Facilities. User agrees that the University shall have the right to inspect, review, and/or copy, at any time, any records and supporting documentation pertaining to the performance of this Agreement, including, but not limited to, completed background checks.

Within thirty (30) days of the conclusion of the Camp, User must complete the following forms and provide the same to the University:

- a. Background Checks / Staff Compensation Forms
- b. Registration Lists
- c. Refund Summary Form
- d. All Waiver Forms



e. Invoice Form with Payment

14. **INSURANCE**. User shall procure and maintain appropriate general liability insurance in the amount of \$1M per occurrence/\$2M annual aggregate. Such insurance is to name University of South Alabama as an additional insured. In addition, all overnight camps shall also provide a sexual molestation liability insurance policy with limits of \$1M per occurrence/\$2M annual aggregate naming University of South Alabama as an additional insured. A certificate of insurance must be delivered at least thirty (30) days in advance of the Camp to:

University of South Alabama
Assistant Athletic Director – Facilities and Operations
Athletics Administration Building
300 Joe Gottfried Drive, 3rd Floor
Mobile, AL 36688

User will require each Camp participant (and the Camp participant's parent or guardian if participant is under the age of 19 years) to sign a Liability Release prior to allowing participating in Camp activities.

15. **INDEMNIFICATION**. User shall indemnify and hold harmless the University, and its trustees, officers, agents, and employees, from all loss, cost, damages, and expense (including reasonable attorneys' fees) arising out of any liability or claim of liability, for any injury or damages to persons or property, including death, sustained or claimed to have been sustained by anyone by reason of the use or occupation of the Facilities, regardless of whether such use is authorized, or by any act of omission of User or any of its officers, agents, employees, guests, or patrons, including Camp attendees, unless the sole proximate cause of such loss, cost, damages, or expense is due to the reckless or intentional misconduct of the University or its officers, directors, agents, and/or employees.
16. **DAMAGES**. User agrees that if the Facilities, or any equipment, furnishings, or fixtures therein, are damaged by the action, omission, negligence, or oversight of the User or its employees, agents, or patrons, including Camp attendees, User shall pay to the University upon demand such sum as shall be necessary to restore the Facilities, equipment, furnishings, or fixtures to the same condition preceding the event, normal wear and tear excepted.
17. **SAFETY**. If the Athletic Director, or his or her designee, determines, in his or her sole discretion, that a proposed Camp or proposed Camp activity poses a potential hazard to safety, may result in liability to the University, is inconsistent with current University policy, or may negatively impact the University's reputation, the University may cancel the Camp or Camp



activity. User may not install or operate any equipment, fixture, or device, operate or permit to be operated any engine, motor, or other machinery, or use gas, electricity, or flammable substances in the Facilities except with prior written approval of the Director of Athletics, or his or her designee, and under such conditions and restrictions as the Director of Athletics or designee may specify.

18. **DISCLAIMERS.** The University shall not be responsible for any loss by theft or other cause to machinery, equipment, paraphernalia, or to any and all other property of User, or its employees, agents, contractors, or Camp participants, nor shall University be responsible for any personal injury to User or User's employees, agents, contractors, or Camp participants except on account of gross negligence on the part of the University or its employees or agents, and then only to the extent permitted by the State of Alabama.
19. **ASSIGNMENT; DELEGATION.** The User shall not assign or sublet the Facilities covered by this Agreement, nor assign this Agreement or delegate any rights contained herein, without the prior written consent of the University.
20. **EQUAL ACCESS.** Attendance at the Camp shall not be restricted on the basis of race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, genetic information, protected veteran status, or disability.
21. **COPYRIGHTED MATERIAL.** User warrants that all copyrighted material to be utilized during any use of the Facilities during the Camp will be duly licensed or authorized by the copyright owners or their representatives, and User agrees to indemnify and hold the University harmless from any and all claims, losses, damages, or expenses incurred with regard thereto. User shall pay all of the University's costs and expenses, including reasonable attorneys' fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.
22. **APPLICABLE LAW.** This Agreement will be governed and construed in accordance with the laws of the State of Alabama and any dispute arising out of the agreement shall be filed in a court of competent jurisdiction located in Mobile, Alabama, or with the Alabama State Board of Adjustment, if applicable. This provision shall survive termination of this Agreement.
23. **SEVERABILITY.** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision herein.
24. **MANAGEMENT RIGHTS.** Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within the discretion of the University. If, in any one or more instances, the University does not insist upon User's strict or absolute performance of any one



or more of the provisions of this Agreement, then such conduct by the University shall not be construed as a waiver of such provisions, but the same shall continue and remain in full force and effect. It is understood and agreed that the University reserves the right to control and manage the Facilities and to enforce all necessary and proper rules. The University and its employees shall have full access at all times to any Facilities occupied by User.

25. FORCE MAJEURE. Neither the University nor User shall be held responsible if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by revolutions or other disorders, wars, or heightened terror alert impacting the means, travel, or destination subject to the Agreement, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.
26. ENTIRE AGREEMENT/MODIFICATIONS. This Agreement constitutes User's binding agreement governing its use of the Facilities. The terms of this Agreement shall not be modified, waived, or terminated except by written agreement executed by the University and User.

[signature page to follow]



IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date set forth below.

USER

UNIVERSITY OF SOUTH ALABAMA

By: _____

By: _____

Its: _____

Its: _____

DATE

DATE