

AGREEMENT

Coastal Weather Research Center

University of South Alabama
307 University Boulevard
Mobile, Alabama 36888

This Agreement of even date below is made and entered into between the University of South Alabama, on behalf of its Coastal Weather Research Center (“CWRC”), and _____ (“Client”).

WITNESS

For consideration hereinafter specified, CWRC agrees to provide weather information services to Client on the terms and conditions listed below.

1. DURATION OF AGREEMENT

The term of this Agreement shall be for a period of _____ (___) months, beginning on _____, 20__, and ending at midnight on _____, 20__.

2. RENEWAL AND TERMINATION OF AGREEMENT

This Agreement and all its terms and conditions shall automatically be renewed from year-to-year without further action by either party; provided, however, that either party shall have the right to terminate this Agreement by giving the other party hereto at least sixty (60) days’ written notice before the end of any term.

3. SERVICES TO BE PROVIDED

During the term of this Agreement, CWRC agrees that it will furnish to Client such weather reports, forecasts, and other weather data at such times and by such means as shall be contracted by the Client.

4. LIMITATION OF LIABILITY

Client fully understands and accepts the fact that meteorology is not an exact science and that the CWRC, and its agents and employees, makes no express or implied warranties, guarantees, or affirmations that weather will occur as the weather reports of the CWRC may suggest and that it shall have no responsibility or liability whatsoever to Client or any other person or entity for any damages caused or claimed as a result of an inconsistency between the weather reports and weather which actually ensues. Client agrees further that the CWRC shall not be held responsible for any failure or malfunctions in power or communications nor its inability to perform occasioned by such or by labor strife, war, riot, epidemic, pandemic, natural disaster, or other events beyond the control of the CWRC.

5. EXCLUSIVE AGREEMENT

The parties hereto agree that the services contracted for hereunder are for the exclusive use of the Client and that services will not be resold, assigned, or transferred by Client without the express written permission of the CWRC.

6. INDEMNITY

Client agrees that it will indemnify and hold harmless the CWRC from all manner of suit, action, damages, charges, or expenses, including attorney’s fees, that the CWRC may sustain by reason of Client’s breach of this Agreement or any terms hereof.

7. JURISDICTION

This Agreement shall be construed according to the laws of the State of Alabama, and the invalidity of any paragraph or portion of this Agreement shall not affect the validity of any other paragraph or provisions hereof. This Agreement is completed and embraces the entire understanding between the parties, all prior understandings, either written or oral, having been merged herein.

8. SERVICE

- Tropical Weather Service. Tropical weather information will be available to the Client via e-mail and the Coastal Weather Research Center website. Tropical weather information will also be available to the Client during normal working hours through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. However, if a tropical weather system threatens the Client at other hours, then extended office hours for consultation will be provided so long as the CWRC, in its sole discretion, judges the tropical weather system to be a threat to Client.
- Forecast and Warning Service. Weather information will be available to the Client through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. When the CWRC determines that a major severe weather system is a threat to the Client at other hours, the CWRC will remain open for consultation as long as the CWRC, in its sole discretion, judges the severe weather threat to the Client to exist. The latest computerized weather information stored at the CWRC will be available to the Client 24 hours a day, 7 days a week. Forecast and Warning Service includes Stormcheck forecasts, tropical weather information, severe weather warnings, telephone consultations, and climate and data reports, upon request.

NOTE: The CWRC will observe certain federal, state, and other holidays, including, but not limited to New Year’s Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, which may limit the issuance of certain products. Notwithstanding the foregoing, the Client can anticipate the issuance of necessary products, in the reasonable discretion of the CWRC, in the event of any inclement/hazardous weather conditions, including, but not limited to, the following: Severe Weather, Winter Weather, and Hurricanes/Tropical Cyclones.

9. TERMS OF PAYMENT

- Tropical Weather Service. Client agrees to pay the CWRC a fee of \$_____ per year, payable in one lump sum on or before June 1 of each contract year.
- Forecast and Warning Service. Client agrees to pay the CWRC a fee of \$_____ per year, payable in one lump sum on or before _____ 1 of each contract year or in twelve (12) monthly payments of \$_____ due on the first day of each month of the contract year.

Payment will be considered past due at the end of the month of service. If this Agreement is cancelled before maturity, fees for the actual months of service will be recomputed. Charges will be retroactive and based on the applicable rate card.

10. PRICE MODIFICATIONS

At the end of each agreement year, the CWRC will reevaluate the pricing set forth herein and may make adjustments when necessary. In the event CWRC makes such an adjustment, CWRC shall provide written notice to the Client of the same. Client shall have thirty (30) days after its receipt of written notice of any price adjustment to terminate this Agreement.

[signature page to follow]

ACCEPTED

CLIENT

By: _____
Its: _____
Date: _____

UNIVERSITY OF SOUTH ALABAMA

By: _____
Corey Bunn
Manager, CWRC
Date

By: _____
Trae Catrett
Contract Officer
Date