

University of South Alabama
Hancock Whitney Stadium
SuiteUseAgreement

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 &

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.

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 36688-0001
Phone: (205) 870-1000 / Fax: (205) 870-1001 / Email: info@southalabama.edu

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.