

The University of Alabama

Recreational Vehicle (RV) Reserved Space Permit - Fall 2010

The Board of Trustees of the University of Alabama, (UA) hereby gives the following license and permission for access to and use of a Recreational Vehicle (RV) Reserved Parking Space (hereafter referred to as a “Space”) within a UA Campus RV Reserved Parking Lot (hereafter referred to as a “Lot”) subject to the following terms and provisions set forth in an RV Reserved Space Parking permit (hereafter referred to as a “Permit”).

By using a Permit, the person to whom the Permit was initially issued and any person presenting the Permit (hereafter referred to as the “Bearer”) agree without reservation or qualification to the following terms, provisions, and conditions:

I. LICENSE

A. Personal License. The Permit is a personal license and may not be re-transferred or assigned. The license granted to the Bearer shall automatically terminate if any term or condition of the Permit is breached. The unauthorized use of the Permit or violation of its terms and provisions subjects the Bearer to ejection from the Lot and/or revocation of the Permit. Permits are issued only to RVs.

B. Adherence With Terms and Conditions. While within the Lot, Bearer shall, at all times, adhere to the terms and conditions of the Permit, including those attached hereto and those posted at Rolltide.com and Uagameday.com and shall accept and follow directions provided by UA or UA event management personnel. Persons to whom Permits are issued, Bearers and their guests are expected to be familiar with and abide by the RV reserved space parking rules as published on UA website(s). UA’s failure to insist, in any one or more instances, upon strict performance or compliance with any of the terms or provisions of the Permit or to exercise any option therein contained, shall not be construed as a waiver or relinquishment for the future of such term or provision, but the same shall continue and remain in full force and effect.

C. Permit Modification. UA in writing may modify the Permit’s existing terms and conditions with reasonable advance notice to the person to whom the Permit was initially issued. Prior to each home football game Bearers are encouraged to check the RV reserved space parking rules posted on Rolltide.com and Uagameday.com for any changes to the rules generally or for that particular home football game.

D. Lot Access Times. Lots will open and close at specific dates and times as published in the operational calendar on the uagameday.com or other UA websites. RVs are prohibited from parking on campus except during these specified times and in their assigned Lot and Space. Unless otherwise posted, Lots will open at 6:00 p.m. on the Friday immediately before the home football game and close at noon on Sunday of the same weekend. The Permit does not authorize RV parking on the UA campus for any other event or at any other time.

II. GENERAL TERMS AND CONDITIONS

A. Purpose

The Space assigned to Bearer will be used by the Bearer solely for RV parking in accordance with the terms and conditions of this Permit. The rules and procedures attached hereto and/or posted on UA’s websites, including Rolltide.com/ and Uagameday.com, are incorporated herein by reference and made a part hereof. Persons to whom Permits are issued, Bearers and their guests are expected to be familiar with and abide by the RV reserved space parking rules as published on UA website(s).

B. Assignments

(1) General. For each home football game weekend, UA reserves the right to make Space assignments, to authorize or deny Space change requests, to consolidate Space vacancies in a Lot, and to require a Bearer to move from one Space and/or Lot to another. UA further in its sole discretion reserves the right at any time to change the initial

Space and /or Lot assigned during the assignment process, even after a Space and/or Lot assignment notification has been sent to the Permit applicant.

(2) **Re-issuance.** Permits are issued for a single football season only. Bearers are NOT guaranteed a Permit or assignment of the same Space and Lot from one year to the next. Individuals must reapply for a Permit each year in accordance with the application procedures established by UA.

(3) **Assignment Notification.** UA will advise Permit applicants of space/lot assignments via email. Space and/or Lot assignments are final, and is not subject to change, except as provided for in the Permit and rules.

C. Tow Vehicle

(1) Bearers are permitted to have one (1) tow vehicle or trailer in the assigned Space. The tow vehicle or trailer must be parked in the Bearer's Space or in a designated tow vehicle space. The availability of designated tow vehicle parking spaces is based upon the design of the Lot, so not every Lot will have tow vehicle parking spaces or sufficient tow vehicle parking spaces for all tow vehicles or trailers.

(2) The tow vehicle or trailer must enter the Lot with the Bearer's RV. Thereafter, when the tow vehicle exits the Lot, the tow vehicle driver will be given a pass to re-enter the Lot.

(3) Duplication of and/or pass-backs of tow vehicle passes is prohibited.

(4) Violation of the tow vehicle regulations by the Bearer or a guest or visitor of the Bearer may result in cancellation of the Permit and ejection from the Lot.

D. Withdrawal/Cancellation.

(1) **General.** Permit cancellation, **in all cases**, is ineffective until the completion of the cancellation procedures **and acceptance of** personal or written notification by UA and payment of applicable fees and charges in accordance with the RV Reserved Parking Procedures.

(2) **Permit cancellation by UA.** The person to whom the Permit was issued and whose Permit is canceled due to violations of the terms and provisions of the Permit will be responsible for payment of cancellation and administrative charges provided for in the RV Reserved Parking Procedures.

(3) **Space Vacation.** Upon the expiration or earlier termination of the Permit, the Bearer must vacate the Space and Lot and remove all vehicles and other personal property from the premises. If the Space and Lot are not vacated, the person to whom the Permit was issued will be obligated to pay to UA on demand the season fee and applicable towing charges.

E. Lot/Space Condition

(1) Bearers are responsible for any damage to their assigned Space which is found when they have departed from the Lot, except for reasonable and customary wear and tear.

(2) Bearer agrees to keep the Space in clean and sanitary condition and neither commit or permit waste or damage to the Space or Lot. Bearer shall allow UA personnel reasonable access to enter and inspect the Space to ascertain if Bearer is complying with the term and provisions of this Permit.

F. Abandoned Property

Any personal property such as, without limitation, bicycles, grills, chairs, desks, and televisions that remains unclaimed by Bearer or Bearer's guests or visitors, for more than 10 consecutive days, shall be deemed the property of UA, and UA in its sole discretion and without notice may use or dispose of the same in any manner it deems appropriate. Bearer agrees the UA is under no obligation or duty to care for or safeguard personal property left at the Space and Lot. Bearer releases and waives any claim of damage to or disposal of such personal property that Bearer may have against UA.

G. Alterations

Bearer shall make no alterations of any kind to the Space and/or Lot, including to any UA-owned furnishings or equipment, without UA's prior express written consent.

H. Towing Costs

If Bearer violates the terms and provisions of this Permit, UA may require the Bearer to vacate immediately the Space and Lot. If Bearer fails or refuses to vacate the Space and Lot as requested by UA personnel, Bearer agrees that UA may have the Bearer's RV and tow vehicle towed from the Lot at Bearer's cost and expense.

I. Commercial Enterprise

Bearerers are prohibited from engaging in or conducting personal business enterprises or commercial activities, including Internet-related business operations, from the Space and Lot.

J. University Liability

The person to whom the permit was issued and each Bearer agree, at their sole cost and expense, to defend, indemnify and save harmless the UA and UA's trustees, officers, employees and agents against and from any and all claims by or on behalf of any person, firm, corporation, entity, or governmental authority arising from, attributable to or in connection with any breach of the terms and provisions of this Permit by the person to whom the Permit was issued or the Bearer or arising from any act or omission, willful or otherwise, neglect or negligence of either of them or any of their agents, contractors, servants, guests or employees, including, without limitation, any and all claims for injury or death to persons or damage to property and any and all attorney fees and costs incurred by UA. Nothing in this Contract shall be construed as a waiver of University immunity. UA specifically reserves all immunities to which it is entitled by federal or Alabama law, including, but not limited to Article I, section 14 of the Constitution of Alabama.

K. Captions

The paragraph headings of this Permit 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 Permit.

L. Governing Law

This Permit shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against the University shall be submitted to the Alabama State Board of Adjustment. The University does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, Section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment shall be in the Circuit Court of Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama, Western Division.

RECREATIONAL VEHICLE (RV) RESERVED PARKING PROCEDURES

A. Persons seeking a RV Reserved Parking Space must complete fully the Permit application which is found at rolltide.com and uagameday.com websites. Persons also may request an application by telephoning UA Transportation Services at 205-348-5477. The deadline for submitting applications and payment of the Permit fee will be determined annually and communicated to the Bearer by May 1 of each year.

B. UA will advise Permit applicants of space/lot assignments via email. Space and/or Lot assignments are final, and are not subject to change, except as provided in the Permit.

C. Fees/Payments

(1) **Prepayment.** An application for a Permit must be accompanied by a \$750.00 non-refundable Permit fee that is payable to UA, except as permitted by these procedures. The Permit fee will be credited toward the person's account for the upcoming home football season.

(2) **Charges.** Applicant agrees to pay to UA on demand the published Permit fee and other charges, such as late fees, returned check fees, and cost of repairing parking space damage.

(3) **Delinquent Payments.** If applicant's check for the amount of the Permit fee is returned due to insufficient funds, UA reserves the right in its discretion to reassign the space to another person or cancel the Permit. If an applicant's check is returned to UA unpaid by the bank for any reason, the applicant agrees to pay a returned check charge to partially cover UA's associated administrative expenses.

(4) **Change in Rates.** UA reserves the right at any time to raise, lower, or modify Permit fees and charges. In the event fees or charges are changed, the applicant will have the option of paying the new charge or fee or terminating the permit without penalty within ten days of the notification by UA of the change in charges or fees.

D. Cancellation Policy

(1) UA retains the right to accept or reject requests for Permit cancellation. If a cancellation is requested and accepted by UA, the person to whom the Permit was issued will be required to make some or all of the following payments: prorated rent, cancellation charges, and administrative fee. If the cancellation request is made:

(i) Prior to July 1, the person will receive a full refund of the \$750.00 Permit fee; or

(ii) After July 1, and before August 30 an administrative fee of \$31 will be charged and the Permit accompanied by the required payment must be returned to Transportation Services at Box 870179, Tuscaloosa, AL 35487 no later than September 1 of the same year; or

(iii) After the opening of the assigned lot for the first home football game, a cancellation charge equal to \$100 for each day that the Lot is open for a home football game until the effective date of the cancellation and a \$31.00 administrative fee will be charged, and the Permit accompanied by the required payment must be returned to Transportation Services, Box 870179, Tuscaloosa, AL 35487 within 72 hours of the date of UA's acceptance of the cancellation.

(iv) Cancellations which occur under the circumstances described in (ii) or (iii) above will not result in a refund of the \$750.00 permit fee.

(2) Individuals who cancel their Permit may or may not be approved for a Permit for future seasons.

(3) Requests for Permit cancellation must be made in writing and either delivered to Transportation Services by one of the following methods: (i) hand-delivered to Parking Services at 103 Student Services Building, mailed to Transportation Services at Box 870179, Tuscaloosa, AL 35487, or sent by fax at 205-348-8394.

RV RESERVED SPACE PARKING RULES

1. Entry is permitted into all Campus RV lots no earlier than 6:00 p.m. on Friday before Game day. Do not block the entrance before entry time or stage on campus prior to 6:00 p.m. All RVs must be out of the lot by noon on Sunday of the same weekend.
2. You must park the RV and its tow vehicle or trailer within the assigned Space in the manner for which the Space was designed unless there is available designated tow vehicle parking in the Lot. Tents and/or awnings also must be set up only within your assigned Space. You must not park the RV and tow vehicle or trailer or set up tents or awnings in a manner that encroaches on the assigned Space of another person.
3. Due to limited space, only one (1) tow vehicle or trailer is permitted in the assigned Space. Visitors' tow vehicles are not allowed to park in the Lot.
4. The tow vehicle or trailer must enter the Lot with the Bearer's RV. Thereafter, when the tow vehicle exits the Lot, the tow vehicle driver will be given a pass to re-enter the Lot.
5. Duplication of and/or pass-backs of tow vehicle passes is prohibited.
6. While in the Lot an RV must display its Permit at all times.
7. If you plan to run a generator, you must connect it to an exhaust stack that extends above the RV's roof. You may be required to shut down a generator which is operating without the required exhaust stack.
8. If you are running a generator which produces a noise level that disturbs others, you may be required to baffle its sound or shut it down. Generally, a generator which when running produces a noise level that exceeds eighty (80) decibels is deemed too loud and disturbing to others.
9. Everyone is required to bag all garbage and trash and place it in a proper trash receptacle prior to exiting the lot.
10. To ensure your safety and the safety of others, no open fires will be allowed on the open ground or in fire pits. Enclosed gas grills will be allowed for cooking purposes. Enclosed charcoal grills are not recommended, but will be allowed. All burned charcoal must be disposed of in the proper manner, away from university property.
11. Use of UA electricity or cable TV is prohibited.
12. You are responsible for the conduct of their children and guests. Any excessive use of scooters, motorcycles, golf carts, etc. in the Lot will not be tolerated and could result in revocation of the Permit and ejection from the Lot. Underage children should not be allowed to operate these scooter, golf carts, or vehicles.
13. No excessively loud music or noise will be tolerated at any time. If loud music or noise becomes disturbing to others, you may be required to lower the music and/or noise level or cease it altogether. Please be courteous of others.
14. The use of spikes or stakes in paved Lots is prohibited.

15. Care must be taken to prevent levelers from damaging the paved surface of your Space. You must place under the levelers plywood, or any other flat material, that is sturdy, of sufficient thickness, and sufficient size in order to distribute the weight over enough area to prevent damage to the paved surface.

16. You are not permitted to bring onto the UA campus weapons such as, but not limited to, firearms, fireworks, explosives, knives, bows and arrows, or martial arts equipment.

17. Possession, delivery, sale, use, or manufacture of any illegal drug and controlled substances or drug paraphernalia containing illegal drug residue is prohibited in the Lot.

18. Duplicating or modifying, selling, renting, assigning or otherwise transferring a Permit is prohibited.

19. You agree to abide by all federal, state and local laws, statues, and ordinances, including without limitation, those regarding the possession, dispensing, and use of alcoholic beverages.