

**UNIVERSITY TEMPLATE AGREEMENT INSTRUCTIONS
AND APPROVAL COVER SHEET FOR ATHLETICS**

This cover sheet should be used for the following University Template Agreements **only**:

<u>Check One</u>	Football Game Contract (Home & Home)	Facilities Use Agreement (Mitchell Center)
	Football Game Contract (Single Game)	Athletic Facilities Use Agreement (Internal)
	Non-Football Athletic Contest Contract	Athletic Facilities Use Agreement (External)
	Suite Agreement (Hancock-Whitney)	Suite Agreement (Mitchell Center)
	Sponsorship Agreement	

- I. The originating University party should complete the Template Agreement and send to the other party or parties for signature, with instructions to return it to the originating University party. Original or scanned manual signatures and electronic signatures are acceptable.
- II. After the Agreement has been signed by the other parties and returned to the originating University party, the following approval section should be completed.

Originating University Party _____
 Other Party or Parties _____

To the best of your knowledge, are there any USA employees who have a relationship, financial or otherwise, with a party involved in this transaction or with an employee, representative, or agent of a party in this transaction? Yes No

Is the source FOAPAL an externally sponsored project fund? Yes No

Source FOAPAL

Does this agreement involve payment to a foreign national or foreign entity, either directly or through a third-party? Yes No

IF YOU ANSWERED “YES” TO ANY OF THE ABOVE, YOU MUST SUBMIT THIS AGREEMENT THROUGH THE AGREEMENT APPROVAL AND TRACKING SYSTEM.

I am aware of and approve all business terms of this agreement and certify that no changes have been made to the University-approved template attached hereto.

Originating Party Printed Name	Originating Party Signature	Date
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- III. If the agreement is a **Sponsorship Agreement** or a **Hancock-Whitney Suite Agreement**, email this cover sheet and the template agreement to Daniel McCarthy (dmccarthy@southalabama.edu) or Jeff Cummings (jcummings@southalabama.edu), respectively, for further processing.
- IV. For all other agreement types, email this cover sheet and the template agreement to Joel Erdmann (jerdmann@southalabama.edu) for signature with instructions as to whom the agreement should be returned.



UNIVERSITY OF SOUTH ALABAMA
DEPARTMENT OF ATHLETICS

Contract

This agreement is made and entered into by and between the athletic authorities of the **University of South Alabama** and _____.

Sport: _____

Initial Engagement:

Return Engagement (if any):

Date: _____

Date: _____

Place: University of South Alabama

Place: _____

Time: _____

Time: _____

- 1. Eligibility.** The eligibility of all players to participate in each athletic contest shall be determined by the rules and regulations of the NCAA and of the _____ Conference in effect at the time of the athletic contest.
- 2. Officials.** Officials are to be assigned by the Sun Belt Conference.
- 3. Force Majeure.** In the event either institution fails to perform its obligations under this agreement (except where such failure of performance is occasioned by an act of God or other force majeure event), it shall pay to the other institution as liquid damages (and not a penalty) the sum of \$_____ because the amount of actual damages are not ascertainable as of the date of this agreement. In the event that the athletic contest becomes impossible to play due to an act of God or other force majeure event, including, but not limited to, a power failure, strikes, epidemic or pandemic, severe weather conditions, riots, war, or other unforeseen circumstances beyond the control of either party, both parties would be relieved of any and all responsibilities under this agreement.
- 4. Tickets and Credentialing.** The host institution for each contest shall provide _____ complimentary tickets to the visiting institution.
- 5. Operational Cost and Income.** All costs related to conducting each athletic contest, except as stated otherwise herein, shall be borne by the host institution. The host institution shall have the exclusive right to sell programs and operate concessions and parking. All income generated from these activities shall be the sole property of the home institution.
- 6. Liability.** Each party shall be responsible for any and all claims, injuries, damages, or other liability attributable to the negligent acts or omissions of itself and its officers and employees that arise within the course and scope of said individuals' employment. Each party to this agreement must seek its own legal representation and bear its own cost, including judgments, in any litigation that may arise from the performance of this agreement.
- 7. Miscellaneous.** This agreement supersedes all prior agreements between the parties and releases

both parties from any obligations under those agreements. Any additions or modifications must be in writing and must be signed by both parties. Failure of either party to enforce this agreement or a provision thereof shall not be deemed a waiver of this agreement or that provision. If any provision of this agreement or application thereof is deemed invalid or unenforceable, the remainder of this agreement and any application of its remaining provisions shall not be affected.

8. Special Provisions.

This agreement is hereby executed by the undersigned duly authorized representative of the respective institutions.

Opponent:

University of South Alabama:

By _____
Director of Athletics Date

By _____
Director of Athletics (or designee) Date

PLEASE SIGN AND RETURN ONE COPY

Department of Intercollegiate Athletics
University of South Alabama
300 Joseph E. Gottfried Dr., 4th FL
Mobile, AL 36688