

STATE OF ALABAMA)

XXXXXXXXXX COUNTY)

RECREATIONAL LICENSE AGREEMENT

This Recreational License Agreement ("Agreement" or "License") made this the XX day of MONTH, 20YR by and between The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, by and through The University of Alabama, Tuscaloosa ("University" or "Licensor") and LICENSEE LEGAL NAME (hereinafter "Licensee") for the recreational use of the property described and identified below for the sole purpose(s) of lawful recreation, including without limitation, hunting for the period of time from September 1, 2025, through August 31, 2026 (the "License Season") and with the possibility of renewal as set forth herein.

NOW, THEREFORE, as consideration for the permission and privileges herein granted, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and Licensee agree as follows:

1. The University hereby grants Licensee a non-exclusive Recreational Use License to use the property owned by the University and situated in XXXXXXXX County, Alabama, and more particularly described as (hereinafter the "Premises"):

Tract Name: TRACT

SE ¼ of NW ¼ in Sec 22, T15SR8W, COUNTY Co, AL

2. Licensee shall use the Premises solely for the purpose of lawful recreation, including without limitation, hunting, and for no other purpose whatsoever. Licensee shall notify the University of its intended use to be approved in writing by the University.

3. The term of the License shall be from September 1, 2025, to August 31, 2026, with the possibility of renewal as set forth herein.

4. Licensee shall pay the annual license fee (the "License Fee") at the following rate:

The License Fee for the rights granted hereunder shall be two hundred forty and 00/100 dollars (\$240.00) for the current License Season and is subject to increase in subsequent License Seasons as provided in this Agreement. The License Fee for the initial term shall be paid in full upon execution of this Agreement, provided that Licensee shall receive credit for any deposit paid following the bid. Payment of the License Fee for any subsequent renewal periods shall be paid as set forth herein or as directed by the University from time to time. License Fee payments are made payable to The University of Alabama and shall be mailed to the University Lands and Real Estate Services address as further stated herein.

5. With the prior written approval of the University, and subject to such conditions or limitations as the University may impose, Licensee, at its cost and expense, may erect approved signs, buildings, or other structures on the Premises. **NO PERMANENT BUILDINGS OR STRUCTURES ARE ALLOWED TO BE PLACED ON THE PREMISES.** Provided that Licensee is not in default, Licensee shall remove any such signs, buildings, or other approved structures which Licensee has placed on the

Premises prior to the expiration or earlier termination of this Agreement. Licensee shall not remove any such items from the Premises if Licensee is in default at the time of expiration or earlier termination without the University's written consent, and unless such consent is given, any such items shall be and remain the property of the University upon expiration or earlier termination. Any improvements, buildings, or personal property belonging to Licensee, its members or guests which are not removed from the Premises by the expiration or earlier termination of this Agreement shall be deemed abandoned and shall become the property of the University without compensation to Licensee, and the University shall have the right to dispose of such abandoned property in any manner which the University deems appropriate. Licensee shall not remove, destroy, modify, or otherwise alter any exterior or boundary fence, posted signs, or other structures or improvements of any nature which exist on the Premises at the time of this Agreement, or subsequently placed on the Premises by the University or any other person or entity with University's approval.

6. Licensee agrees to limit its use of and activities on the Premises to the use and activities expressly permitted by this Agreement and, if hunting is permitted hereunder, to hunt only as lawfully allowed by the Alabama Department of Conservation and Natural Resources or any other applicable governing entity. At all times Licensee and any guests, members, agents, or other invitees of Licensee shall comply with all applicable laws and regulations governing the Property and the use and activities expressly permitted by this Agreement, including without limitation, all game and hunting laws and regulations. Any violation of law or regulation, or any use of the Premises that

exceeds the purposes expressly permitted under this Agreement, shall permit the University to immediately terminate this Agreement by giving written notice to Licensee. Upon receipt of such notice, Licensee shall immediately vacate the Premises.

7. Licensee shall take all reasonable measures to prevent access to the Premises by trespassers and poachers, including without limitation, gate locks and barricades. Licensee shall immediately report any instance or suspicion of trespassing and/or poaching on the Premises to the University, local law enforcement, and/or game officials, and provide all information necessary to aid and assist law enforcement in apprehending all persons involved for prosecution.

8. Licensee shall not, nor shall it permit others, to graze sheep, cattle or any other livestock on the Premises.

9. Licensee shall not, nor shall it permit others, to drive wildlife (deer, rabbits, hogs, etc..) with the aid of dogs.

10. Licensee shall not construct any roads on the Premises without prior written consent of the University and shall maintain all existing roads in good repair, in the same or similar condition as they were at the time of this Agreement.

11. Licensee shall exercise extreme care and take all necessary measures to prevent forest fires or any event of uncontrollable fire on the Premises and shall aid in the suppression and extinguishing of any fire(s) discovered on or immediately adjacent to the Premises. Licensee shall immediately notify fire and rescue services of any uncontrolled fire discovered on or immediately adjacent to the Premises. Licensee shall promptly notify the University of all fires discovered on the Premises or immediately

adjacent to the Premises. Licensee will conduct its activities in such a manner as to protect and preserve all mature and immature standing timber, vegetation, and brush located on the Premises for the future benefit and use of the University. Licensee shall not cut any standing trees or timber without the express written consent of the University, which shall be given only by the University Forester.

During the term of this Agreement, if the University, in its sole and absolute discretion, determines that a significant risk of wildfire or other fire danger exists, the University may require Licensee to suspend its use and activities on the Premises until such risk is reduced such that Licensee can safely resume its use and activities on the Premises. The University shall notify Licensee of any suspension in writing. Licensee shall not be entitled to any extension to the License Season as a result of such suspension.

12. Licensee shall be solely responsible for any and all property brought onto the Premises by Licensee or any of its guests, members, agents, or other invitees, and the University shall have no liability for any loss or damage to such property. Further, Licensee and its guests, members, agents, and other invitees enter onto the Premises and engage in any use or activities on the Premises at their own risk. The University assumes no responsibility whatsoever for any loss, injury or damage to person or property, including death, that may be sustained by reason of any use or activity of Licensee or its guests, members, agents, or other invitees, and Licensee hereby releases and discharges the University and its individual trustees, officers, directors, employees, representatives, agents, and any other person or entity related to the

University from any and all such liability. Licensee agrees, at its sole cost and expense, to defend, indemnify, hold harmless, and otherwise release and discharge the University and its individual trustees, officers, employees, agents, volunteers, and any person or entity associated, affiliated, or connected with University, and any of their heirs, successors, and assigns, from and against any and all claims whatsoever by or on behalf of any person, firm, corporation, or governmental authority, arising out of, attributable to, or in connection with the use, possession, conduct, or management of the Premises or any work or activities done or conducted in or about the same, or use or activities of Licensee and its members and guests upon any part or portion of the Premises or from their use and enjoyment of the privileges herein granted, or for any and all claims of any nature involving or arising from any property brought onto the Premises, including, but not limited to, any and all claims for personal injury or death to persons or property damage. Licensee also agrees, at its cost and expense, to hold harmless the University and its individual trustees, officers, employees, agents, servants, volunteers, and any person or entity associated, affiliated, or connected with University, and their heirs, successors, and assigns from and against all costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon and to resist and defend any such action or proceeding by qualified counsel.

13. Notwithstanding any contrary provisions of this Agreement, the following provisions shall govern any disputes or questions of law. The University does not agree to waive any rights or causes of action against any person whether a party or not. Any

provisions to the contrary notwithstanding, the University does not agree to indemnify or hold any person or party harmless from any claim. The University does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama of 1901, the Eleventh Amendment of the United States Constitution, or any other applicable provision of law. Any claim against the University must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claims neither barred by immunity nor required to be made through the Alabama State Board of Adjustment shall lie in the United States District Court for the North District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to the Agreement, Addendum, questions of immunity related to the University, and any disputes between the parties. Any provisions of the Agreement which may be considered a consent to suit or a waiver of immunity by the University is hereby stricken and rendered null and void.

14. Licensee accepts the Premises on an "AS IS" basis and assumes full responsibility for any occurrences which happen thereon, including those arising from the use of any roads or other facilities constructed or maintained by the University. **The University makes no warranties or representations of any kind concerning the physical condition or safety of the Premises, including any roads or improvements located thereon.**

15. For the duration of the Agreement, Licensee, at its sole cost and expense, shall maintain in full force and effect Comprehensive General Liability Insurance with limits of not less than one million and no/100 dollars (\$1,000,000.00) per occurrence. Upon execution of this Agreement, Licensee shall provide the University Certificates of Insurance evidencing that said insurance is in effect and shall provide a statement from the insurance carrier certifying that it will not cancel said insurance without giving the University, or its designated agent, 10 days' notice in writing. **Any policies of insurance required to be maintained hereunder shall list The Board of Trustees of the University of Alabama as an additional named insured thereon.**

16. Licensee acknowledges that the University utilizes the Premises primarily for mineral development and for the growing of timber. Licensee's use of the Premises shall not interfere with University's operations on the Premises, to include mining operations, timber growing, harvesting operations, or any other use. Licensee agrees that it shall be the responsibility of the Licensee to identify all active operations of the University on the Premises prior to engaging in any hunting or other use or activities on the Premises, and that Licensee shall maintain a reasonable distance from all active operations of the University while using or engaging in any such activities on the Premises. During the term of this Agreement, the University may, but shall not be obligated, to set forth any rules or restrictions regarding Licensee's use of the Premises, and Licensee agrees to comply with any such rules or restrictions set forth by the University. The University, in its sole and absolute discretion, may cut, saw, or remove timber, wood, or other growth of any kind upon any or all portions of the Premises, or

may authorize any third party to do the same, at any time during the term of this Agreement.

17. Upon written notice to Licensee, the University may temporarily limit Licensee's access to all or any portion of the Premises or may amend this Agreement to permanently remove any portion of the Premises from this Agreement. If the University, as determined in its sole and absolute discretion, shall need to permanently restrict Licensee's access to all of the Premises, the University may terminate this Agreement as further addressed herein.

18. The University shall have the right of ingress and egress at all times into, over and across the Premises for any reason it may deem necessary or desirable. The University may itself build or grant to others rights-of-way or easements for the construction of roads, pipelines, power lines, ditches, canals, or for any other purpose(s).

19. Licensee shall not drive nails, spikes or metal objects into any trees or timber located on the Premises for any purpose whatsoever, provided, however, that aluminum nails may be used for posting purposes.

20. Licensee agrees the University shall have no liability whatsoever for any injury or loss arising from the design, construction, or use of any tree stand or other similar products on the Premises.

21. Licensee agrees that it shall not dump, dispose of, release, or discharge any garbage, trash, waste materials, oils, chemicals, used tires, or other regulated substances or materials on the Premises, discard or abandon any used or broken

equipment, appliances or vehicles on the Premises, or otherwise engage in any activity which could pollute or contaminate the ground, lakes, streams or creeks located on or adjacent to the Premises. Licensee agrees, at its cost and expense, to defend, indemnify, hold harmless, and otherwise release and discharge the University and its individual trustees, officers, employees, agents, volunteers, and any other person or entity associated, affiliated, or connected with the University, and their heirs, successors, and assigns, from and against any costs, penalties, fines, damages, or similar liabilities incurred by the University or such other person or entity to remove any such materials and/or remediate polluted or contaminated conditions or imposed or assessed against the University by the U.S. Environmental Protection Agency, the Alabama Department of Environmental Management, or any other governing agency as a result of Licensee's breach of this Section.

22. Licensee shall, at Licensee's own expense, comply in all material respects with all federal, state, and local statutes, regulations, ordinances, rules, rulings, administrative orders, and the like as issued from time to time (collectively, "Laws") as relate to environmental matters in connection with Licensee's use of the Premises in accordance herewith. Licensee shall not use the Premises as a landfill or waste disposal site, nor shall Licensee locate any underground storage tanks for gasoline or other substances on the Premises, during the Lease Term, unless the University's written consent is first obtained. Licensee shall defend, indemnify, and hold harmless the University, and its individual trustees, officers, employees, agents, volunteers, and any person or entity associated, affiliated, or connected with University, and any of their

heirs, successors, and assigns from and against and shall pay and reimburse the University for any and all losses, damages, liabilities, claims, causes of action, penalties, fines, and fees (including reasonable attorney fees) asserted against the University resulting from the handling, treatment, storage, or disposal of hazardous or toxic materials, substances, pollutants, contaminants, wastes, asbestos, or urea formaldehyde insulation as relates to the Premises by Licensee or any of its agents, servants, or employees, and not caused by the University, its agents, servants, or employees.

23. The University shall provide Licensee with an annual permit card or other documentation evidencing Licensee's permission to access and/or use the Premises as provided herein. Licensee shall keep and display any such permit or other documentation at all times while on the Premises and, upon reasonable request, shall provide any such permit or documentation to the University or any other person or entity on the Premises with permission of the University. Licensee further agrees that it shall limit its membership and shall similarly issue a form of reasonable identification to each and every member, guest, and other invitee(s) admitted to the Premises that shall be kept and displayed by such member(s), guest(s), and invitee(s) and, upon reasonable request, shall be provided to the University or any other person or entity on the Premises with the permission of the University.

Upon execution of this Agreement, Licensee shall furnish to the University a **Membership List** setting forth the names of all persons authorized to enter on the Premises and a copy of Licensee's articles of incorporation or other organizational

documents, including copies of Licensee's by-laws, rules, policies, and regulations. Licensee shall notify the University promptly of any changes in the current Membership List or its organizational and governing documents.

24. Licensee shall ensure that any person it allows to access the Premises engages in responsible, safe, careful, and lawful activities. Without limiting the foregoing, all persons shall comply with all applicable laws, utilize care with firearms or other weapons, shall not consume or be under the influence of any alcohol or other drugs or narcotics while on the Premises, and shall not trespass on any adjoining property or engage in any conduct that may reasonably strain or negatively impact the University's relations with adjoining landowners, its operations on the Premises, or that otherwise negatively affects the University's reputation. If Licensee allows, condones, or fails to prevent any behavior that violates this provision, the University may, in its sole and absolute discretion, terminate this Agreement upon written notice to Licensee. Alternatively, and in lieu of termination, the University may demand that Licensee revoke the membership and privilege to use the Premises from any person(s) and deny said person(s) access to the Premises. Licensee agrees to inform its members, guests, and other invitees of their obligations and responsibilities under this Agreement and agrees to ensure that all persons comply with all such obligations and responsibilities.

25. The University shall have the right to terminate or suspend this Agreement at any time, with or without cause, for the convenience of the University by providing written notice to Licensee. In the event of such termination or suspension, Licensee

agrees that University shall have no liability for any loss or damage, direct or consequential, that Licensee may suffer as a result of such termination or suspension.

26. All notices required to be given under the terms of this Agreement shall be mailed to the parties via Certified Mail at the addresses shown below:

To University: Office of University Lands and Real Estate Services
The University of Alabama
Box 870176
Tuscaloosa, AL 35487-0176

To Licensee: LICENSEE LEGAL NAME
ADDRESS
CITY, ST ZIPCODE

27. Unless otherwise provided hereunder, Licensee shall not be permitted to make any improvements to the Premises without the written consent of the University. In the event the University approves any improvement, payment for such improvements must be rendered by Licensee at the time of service. Licensee shall not create or permit to be created and shall immediately discharge any lien, encumbrance, or charge levied on the Premises as a result of any mechanics, materialman's, or laborer's lien that might be or become a lien, encumbrance or charge on the Premises as a result of Licensee's improvements. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the University to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, improvement, or repair to the Premises. It is expressly agreed that the University is not and shall not be required to render any services of any kind to Licensee.

28. This Agreement is not a lease of real property and does not convey or create in Licensee or any other party a possessory estate, leasehold interest, or any other property right in the Premises, and none of the provisions of this Agreement are intended or deemed to create a landlord-tenant, agency, or any other relationship between the parties hereto.

29. Neither this Agreement nor any of the permissions herein granted shall be sold, pledged, assigned, sub-leased, or otherwise transferred by Licensee to any other person, corporation, firm, or other entity. The foregoing is not intended to prohibit Licensee from inviting guests to hunt on the lands covered by this Agreement, provided that all guests are accompanied by Licensee, or if Licensee is a hunting club, by a regular member of Licensee whose name appears on the Membership List provided to the University in accordance with the requirements outlined in the preceding sections herein.

30. Licensee shall have the option, subject to the approval and consent of the University, to extend the License Season herein for nine (9) consecutive one (1) year terms, running from September 1 to August 31 of the respective year. To exercise any option term, the Licensee shall provide written notice of its desire to renew the Agreement during the Month of May immediately preceding the expiration of the then-current License Season, or on or before any notice date requested by the University from time to time ("Renewal Notice"). Within thirty (30) days after receipt of Licensee's Renewal Notice, the University shall respond to Licensee in writing indicating whether it consents to the renewal, and if so, provide a Renewal Application to Licensee, unless earlier provided. Any renewal approved by the University may be subject to an increase

in the annual License Fee. The University may also require payment of a deposit of at least 50% of the License Fee for the upcoming License Season, and Licensee agrees to pay any such deposit as requested by the University with the application to renew this Agreement. Otherwise, the University may treat any Renewal Application as void, and this Agreement shall terminate at the expiration of the then-current License Season unless earlier terminated under this Agreement. The increase in the annual License Fee shall not exceed 2.5% of the prior year's annual License Fee. Nothing in this Agreement shall be construed to require the University to accept any renewal, and, for clarity, the University may decline to accept Licensee's request to renew this Agreement in its sole and absolute discretion for any reason or for no reason at all.

31. Licensee acknowledges and agrees that it has read and understands the terms of this Agreement and has obtained or had the opportunity to obtain the advice of legal counsel prior to executing this Agreement, and given the foregoing, Licensee hereby accepts and fully understands the terms, conditions, covenants, and obligations of this Agreement. Licensee acknowledges that it has entered into this Agreement of its own free will and without reliance, inducement, undue influence, representation, warranty, coercion, or duress by the University, its employees, contractors, agents, or assigns. Furthermore, Licensee hereby represents to the University that no promise, agreement, or understanding has been made to or with Licensee that is not contained in this Agreement, including without limitation, any promise, agreement, or understanding concerning: (1) Any future sale of the Premises or Licensee's right to purchase the Premises at any time or for any cost, or (2) the right of Licensee to renew this Agreement beyond the License Season stated herein. Furthermore, Licensee

understands that the University may, from time to time, license the use of lands adjacent to the Premises to others on different terms and conditions, for longer or shorter license terms, and/or for greater or lesser rates than Licensee's License Fee.

[SIGNATURE PAGES FOLLOW]

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly
executed on the _____ day of _____, _____.

WITNESS:

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA,
a public corporation

By _____
Cheryl Mowdy
Sr. Associate Vice President for
Operations
The University of Alabama
Tuscaloosa, Alabama

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly
executed on the _____ day of _____, _____.

WITNESS:

LICENSEE

By _____
LICENSEE LEGAL NAME