



IN THE ALABAMA CIRCUIT COURT
FOR THE 23RD JUDICIAL CIRCUIT

YOUNG AMERICANS FOR LIBERTY AT UNIVERSITY
OF ALABAMA IN HUNTSVILLE and JOSHUA GREER,

Plaintiffs,

v.

The Trustees of the University of Alabama System—**MIKE BROCK, KAREN BROOKS, JOHN ENGLAND JR., RONALD GRAY, BARBARA HUMPHREY, VANESSA LEONARD, W. DAVIS MALONE III, EVELYN MAULDIN, HARRIS MORRISSETTE, SCOTT PHELPS, WILLIAM SEXTON, W. STANCIL STARNES, MARIETTA URQUHART, DR. KENNETH VANDERVOORT, JAMES WILSON III,** and **GOVERNOR KAY IVEY**—in their official capacities as members of the University of Alabama System Board of Trustees, and

FINIS ST. JOHN IV, Chancellor of the University of Alabama System; **DARREN DAWSON**, President of the University of Alabama in Huntsville; **KRISTI MOTTER**, Vice President for Student Affairs; **RONNIE HEBERT**, Dean of Students; **WILL HALL**, Director of Charger Union and Conference Training Center; **JUANITA OWEN**, Associate Director of Conferences and Events, in their official capacities,

Defendants.

Civil Case No.:

VERIFIED COMPLAINT

Jury Trial Demanded

Verified Complaint

Plaintiffs Young Americans for Liberty at University of Alabama in Huntsville and Joshua Greer for their Complaint against Defendants, state as follows:

Introduction

1. The campus of a public university is supposed to be a “marketplace of ideas.” But the University of Alabama in Huntsville’s *Use of Outdoor Areas of Campus Policy* (the “Policy”) restricts students’ speech even in the generally accessible outdoor areas of campus.

2. At the Policy’s core is a simple yet sweeping categorical rule that requires students to receive official approval from the University three business days before

engaging in expressive activities on campus.

3. This prior approval requirement directly violates Alabama Act 2019-396 (“Campus Free Speech Act” or “Act”), which guarantees that every student at a public university can “spontaneously and contemporaneously assemble, speak, and distribute literature” in the common areas of campus, ALA. CODE § 16-68-3(a)(3), and the Alabama Constitution’s Free Speech Clause, ALA. CONST. art. I, § 4.

4. The University maintains an exception for students who plan to engage in “spontaneous” expression or distribute literature. But this very narrow exception is limited to expression relating to recent events (the “spontaneous speech exception”).

5. This exception directly violates the Campus Free Speech Act, ALA. CODE § 16-68-3(a)(7), and the Alabama Constitution’s Free Speech Clause, ALA. CONST. art. I, § 4, because it impermissibly favors expression based on its content.

6. The spontaneous speech exception also limits such speech to “defined areas” (*i.e.*, speech zones) that make up a very small portion of the campus.

7. Even this exception is not “narrowly tailored to serve a significant institutional interest,” nor does it “provide for ample alternative means of expression.” ALA. CODE § 16-68-3(a)(7). For the same reasons, it also violates the Alabama Constitution’s Free Speech Clause. ALA. CONST. art. I, § 4.

8. These restrictions are preventing Plaintiffs from engaging in their desired speech on campus.

9. The Court should therefore strike down the University’s prior approval requirement, the spontaneous speech exception, and related speech zones, and enjoin the University from enforcing these restrictions against Plaintiffs.

Jurisdiction and Venue

10. This is a civil rights action that raises questions of state law under the Campus Free Speech Act, ALA. CODE § 16-68-1, *et seq.*, and Alabama’s free speech clause, ALA. CONST. art. I, § 4.

11. This Court has authority to award the requested declaratory relief under ALA. CODE § 6-6-222 and the requested injunctive relief under ALA. CODE § 6-6-500 and ALA. CODE § 16-68-7(2).

12. This court has general jurisdiction under ALA. CODE § 12-11-30 and § 12-11-31.

13. Venue in this circuit is proper under ALA. CODE § 6-3-2(a)(3) because Defendants reside in Madison County and because all of the acts described in this Complaint occurred in Madison County.

Plaintiffs

14. Plaintiff Young Americans for Liberty at University of Alabama in Huntsville (“YAL”) is an unincorporated expressive association made up of University of Alabama students.

15. YAL is a non-partisan, student-led organization, and part of its mission is to be an expressive association at the University.

16. YAL was a recognized student organization for years, but became inactive in the 2020–2021 school year because of COVID-19.

17. YAL plans to obtain re-certification as a recognized student organization as soon as possible in the fall of 2021. And even though YAL is not presently a recognized student organization at the University, YAL’s members are students and therefore still subject to the speech policies.

18. YAL is affiliated with Young Americans for Liberty, a non-partisan organization with nearly 500 chapters at public and private universities throughout the country.

19. YAL’s mission is to identify, educate, train, and mobilize students to promote the principles of the natural rights of life, liberty, and property.

20. Plaintiff Joshua Greer is a rising junior at the University and the President of YAL.

21. Plaintiffs desire to express their message on the University campus through a variety of means, including flyers, signs, peaceful demonstrations, hosting tables with information, inviting speakers to campus, and talking with fellow students about the natural rights of life, liberty, and property, among other things.

22. When engaging in these expressive activities, Plaintiffs will discuss political, religious, social, cultural, and moral issues and ideas.

Defendants

23. Defendants Mike Brock, Karen Brooks, John England Jr., Ronald Gray, Barbara Humphrey, Vanessa Leonard, W. Davis Malone III, Evelyn Mauldin, Harris Morrisette, Scott Phelps, William Sexton, W. Stancil Starnes, Marietta Urquhart, Dr. Kenneth Vandervoort, James Wilson III, and Governor Kay Ivey are, and were at all times relevant to this Complaint, members of the Board of Trustees of the University of Alabama System (collectively, “Trustee Defendants”), a public university system organized and existing under the laws of Alabama.

24. The Alabama Constitution states that the University “shall be under the management and control of a board of trustees.” ALA. CONST. art. XIV, § 264.

25. By virtue of her position as governor of Alabama, the Governor is a member of the board of trustees. *Id.*; *see also* ALA. CODE § 16-47-1.

26. The Alabama Code gives the Board of Trustees of the University of Alabama the power to “institute, regulate, alter or modify the government of the university, as it may deem advisable” and to “delegate to the faculty of the university, or other officers, such powers and functions in the government of the students and in the administration of the affairs of the university as it may deem proper.” ALA. CODE § 16-47-34.

27. Although Trustee Defendants have final policymaking authority concerning students that attend the University, they have not modified the challenged policies, procedures, and practices governing student expression at the

University to comply with Alabama law.

28. In fact, Trustee Defendants passed a resolution in June 2020 reaffirming pre-existing speech zone policies that directly violate the Campus Free Speech Act. *See* Sec. II.B, *infra*.

29. Each Trustee Defendant is therefore responsible for promulgating and implementing the challenged University policies, procedures, and practices that are depriving Plaintiffs and other students of their state statutory and constitutional rights.

30. Trustee Defendants are sued in their official capacities.

31. Defendant Finis St. John IV is, and was at all times relevant to this Complaint, the Chancellor of the University of Alabama System. The Board of Trustees has delegated to Defendant St. John IV the power to “be the chief executive officer of the University System and . . . exercise such executive powers as are necessary for its appropriate governance. In the exercise of such powers, the Chancellor is delegated full authority to formulate and issue regulations and orders not inconsistent with Board policy.” Ex. 1 at 4; Ex. 2 at 2.

32. This includes the power not only to “[i]mplement Board policies” but also to “continuously review the administration and effect of these policies and recommend to the Board, for consideration, modifications of policies and new policies at both campus and System levels.” Ex. 2 at 2.

33. Defendant Darren Dawson is, and was at all times relevant to this Complaint, the President of the University. The Board of Trustees has delegated to Defendant Dawson the power to “be chief executive officer [of the University] and . . . have full authority to administer campus affairs and to formulate and issue regulations and orders not inconsistent with the Bylaws, rules, policies and procedures of the Board and the Chancellor.” *Id.* at 4.

34. This includes “[p]rimary responsibility for all of the factors that contribute

to the quality of academic (teaching, research, and public service) and support programs of the campus. Such factors include the general supervision of all campus faculties, the allocation and utilization of available resources within the campus, and any and all matters related to the welfare of the campus.” *Id.*

35. Thus, Defendants St. John IV and Dawson are responsible for promulgating, implementing, and enforcing the University policies, procedures, and practices that are depriving Plaintiffs and other students of their constitutional rights and that are challenged in this suit.

36. Defendants St. John IV and Dawson also have the authority to review, approve, or reject the decisions of other University officials and the other non-Trustee Defendants regarding the policies, procedures, and practices challenged in this suit.

37. Defendant Kristi Motter is, and was at all times relevant to this Complaint, Vice President for Student Affairs at the University. Ex. 3.

38. Defendant Motter oversees the Conferences and Events Department responsible for enforcing the policies, procedures, and practices challenged in this suit. Exs. 3, 4.

39. Defendant Ronnie Hebert is, and was at all times relevant to this Complaint, Dean of Students at the University. Ex. 3.

40. Defendant Hebert also oversees the Conferences and Events Department responsible for enforcing the policies, procedures, and practices challenged in this suit. Exs. 3, 4.

41. Defendant Will Hall is, and was at all relevant times to this Complaint, Director of the Charger Union and Conference Training Center. Ex. 3.

42. Defendant Hall oversees the Conferences and Events Department responsible for enforcing the policies, procedures, and practices challenged in this lawsuit. Ex. 4.

43. Defendant Juanita Owen is, and was at all times relevant to this

Complaint, Associate Director of Conferences and Events at the University. Ex. 5 at 2.

44. Defendant Owen oversees the Conferences and Events Department responsible for enforcing the policies, procedures, and practices challenged in this suit.

45. Upon information and belief, Defendants Motter, Hebert, Hall, and Owen authorized, approved, or implemented the policies, procedures, and practices challenged herein.

46. Defendants St. John IV, Dawson, Motter, Hebert, Hall, and Owen are sued in their official capacities.

Facts

I. The Campus Free Speech Act guarantees all students at public universities in Alabama the right to speak freely in any outdoor area of campus without prior approval.

47. Finding that “[f]reedom of expression is critically important during the education experience of students, and each public institution of higher education should ensure free, robust, and uninhibited debate and deliberation by students,” Alabama passed the Campus Free Speech Act in June 2019, and it became effective on July 1, 2020. ALA. CODE § 16-68-1 *et seq.*

48. The Act provides that “the outdoor areas of a public institution of higher education shall be deemed to be a forum for members of the campus community, and the institution shall not create free speech zones or other designated outdoor areas of campus in order to limit or prohibit protected expressive activities.” ALA. CODE § 16-68-3(a)(4).

49. The Act defines “protected expressive activities” broadly: “[s]peech and other conduct protected by the First Amendment to the United States Constitution, to the extent that the activity is lawful and does not significantly and substantially disrupt the functioning of the institution or materially and substantially disrupt the

rights of others to engage in or listen to the expressive activity” ALA. CODE § 16-68-2(7).

50. Protected expressive activities include: “Communication through any lawful verbal, written, or electronic means,” “Participating in peaceful assembly,” “Protesting,” “Making speeches,” “Distributing literature,” “Making comments to the media,” “Carrying signs or hanging posters,” and “Circulating petitions.” ALA. CODE § 16-68-2(7)(a)–(h).

51. The Act requires that “[o]n or before January 1, 2021,” all public institutions of higher education in the state must have adopted a policy that protects students’ right to engage in “protected expressive activities.” ALA. CODE § 16-68-3(a).

52. The Act requires public universities to protect students’ right to “spontaneously and contemporaneously assemble, speak, and distribute literature.” ALA. CODE § 16-68-3(a)(3).

53. The Act also provides that public universities “may maintain and enforce constitutional time, place, and manner restrictions for outdoor areas of campus only when they are narrowly tailored to serve a significant institutional interest and when the restrictions employ clear, published, content-neutral, and viewpoint-neutral criteria, and provide for ample alternative means of expression.” ALA. CODE § 16-68-3(a)(7).

II. Defendants unlawfully and unconstitutionally suppress student speech.

54. The University’s current *Use of Outdoor Areas of Campus Policy* establishes a simple yet sweeping categorical rule: before students engage in expressive activity on campus—even outdoors—they must first receive permission from the University three business days in advance. The University grants exemptions to this rule based on an expressive activity’s content (recent news or events) or its manner (distributing print literature). There is no logic to these exemptions. Instead, they quarantine

student expression to small speech zones. The prior permission requirement, the exemptions to it, and the speech zones are an affront to the Campus Free Speech Act and the Alabama Constitution.

A. In June 2020, the Trustee Defendants passed a resolution ignoring the Campus Free Speech Act.

55. In response to and as required by the Campus Free Speech Act, the Trustee Defendants passed a resolution that purports to protect free speech. But the resolution ignores the Act’s substantive requirements.

56. The Trustee Defendants’ resolution states that the University System “is committed to free and open inquiry and expression for members of its campus communities Except as limitations on that freedom are appropriate to the functioning of the campuses and permissible under the First Amendment to the Constitution of the United States.” Ex. 6 at 1.

57. The resolution also states that “the Board and each of its campuses may reasonably regulate the time, place, and manner of expression in a viewpoint-neutral manner to ensure that [the University System’s] interests are protected and that expression does not disrupt the ordinary activities of the institution.” *Id.* at 1–2.

58. The resolution ends with the assertion “that the Board of Trustees of The University of Alabama will continue to exercise its broad power, granted by the Constitution of Alabama, to manage and control the institution’s activities, affairs, operations, business, and property.” *Id.* at 2.

59. The Trustee Defendants’ resolution does not prohibit speech zones or protect students’ right to “spontaneously and contemporaneously assemble, speak, and distribute literature,” as the Act requires. ALA. CODE § 16-68-3(a)(3).

60. The Trustee Defendants’ resolution does not change any pre-existing policies, procedures, or practices at the University to comply with the Act.

61. In fact, the resolution does not even mention the Act.

B. In July 2020, Defendants retained their prior permission requirement and *added* the prohibited speech zones to their Policy.

62. On June 30, 2020, shortly after Trustee Defendants passed their resolution, the University updated its *Use of Outdoor Areas of Campus Policy*.

63. Before June 30, 2020, the University required students to seek advance permission before speaking on any topic or in any manner.

64. But instead of removing the prior permission requirements as the Act requires, Defendants retained them.

65. Although Defendants exempt from this prior permission requirement any type of speech prompted by news within the last 48 hours, they restrict this expression to several speech zones on campus.

66. To summarize, in response to an Act prohibiting prior permission requirements and speech zones, the University reaffirmed its prior permission requirements and *added* speech zones.

1. Defendants' Policy requires students to obtain approval three business days in advance before speaking and allows officials unbridled discretion to withhold approval.

67. Under Defendants' current Policy, the general rule is that students must receive prior approval from the University before engaging in expressive activities anywhere on campus.

68. Section B of Defendants' Policy states that "reservations must be made for activities that make use of outdoor space under the control of UAH," even "including sidewalks within the boundaries of UAH's campus." Ex. 7 at 2.

69. Defendants' Policy nowhere defines "expressive activities."

70. Thus, on its face, the prior approval requirement encompasses any student speech—even one student speaking alone.

71. To make a reservation, students must submit a "Grounds Use Reservation application," which requires students to disclose, among other things, the "preferred location" and "alternate location," "expected # guests," and the "purpose and detailed

description” of the activity. *Id.* at 2 (Sec. C.2); Ex. 8.

72. Students must submit the form a minimum of three University business days before the event to be considered for approval. Ex. 7 at 2 (Sec. C.2).

73. Defendants also have unbridled discretion to “(a) specify the boundaries of the area to be used; (b) the date for which the use is approved; (c) the time at which the reservation for the use expires; and (d) any special provision(s) concerning the use of the space.” *Id.* at 3 (Sec. C.5).

74. Defendants’ Policy states that University officials “will approve a GUR application properly made” so long as there are not “reasonable grounds to believe that” certain conditions are present. *Id.* at 2–3 (Sec. C.4).

75. These include broadly worded conditions like “[t]he proposed date, time, or requested space is unreasonable given the nature of the Event and/or the impact it would have on UAH’s resources.” *Id.* at 3.

76. Defendants may also deny an event if it “would not comply with the provisions of Paragraph E.” *Id.*

77. Paragraph E allows the University to consider whether a student’s desired expressive activity would jeopardize the “well-being of members of the campus community collectively and individually, as well as the educational experience.” *Id.* at 3–4 (Sec. E.9).

78. This provision does not define “well-being” or “educational experience” or list any factors that University officials must use to implement and enforce these terms.

79. Nor does this provision explain how University officials distinguish between the “well-being of members of the campus community collectively” versus the well-being of community members “individually” or the factors they use to assess either one.

80. Further, this provision requires University officials to consider whether the

viewpoint or content of a student’s expressive activity furthers the “educational experience” of the University or whether it serves the “well-being” of the University’s members.

2. The Policy waives the prior permission requirement if the content of student speech relates to recent news or events and students speak in speech zones.

81. Section F.1.b of Defendants’ Policy provides that “[s]pontaneous activities of expression” may be held “without advance approval.” Ex. 7 at 6.

82. Defendants’ Policy defines “spontaneous activities of expression” as speech that is “generally prompted by news or affairs coming into public knowledge less than forty-eight (48) hours prior to the spontaneous expression.” *Id.* (Sec. F.1.b).

83. This definition fails to explain what types of expression are “prompted by news or affairs” or what kind of news is important or widespread enough to rise to “public knowledge,” thus giving University officials unbridled discretion to restrict speech.

84. Worse still, University officials have unfettered discretion because they “may consider any relevant evidence” to determine whether the content of a student’s speech is sufficiently “spontaneous.” *Id.* at 7 (Sec. F.1.e).

85. Defendants even threaten disciplinary action against any student who attempts to “circumvent this policy by claiming to be spontaneous.” *Id.*

86. Further, even if students engage in spontaneous expression, they must remain within one of several “defined areas” on campus. *Id.* at 6–7 (Sec. F.1.b).

87. The “defined areas,” or, more accurately, “speech zones,” make up a very small percentage of campus. *Id.*; Ex. 9.

88. Defendants’ Policy claims that these areas are not “free speech zones” because “[t]hese areas are designed to further promote activities of expression.” Ex. 7 at 6 (Sec. F.1.a).

89. Each of these areas, however, constitutes what the Act defines as a “free

speech zone”: an “area on campus of a public institution of higher education that is designated for the purposes of engaging in a protected expressive activity.” ALA. CODE § 16-68-2(3). Thus, these designated areas function and qualify under the Act as prohibited speech zones.

90. These speech zones for specific content also skew the discourse on campus toward emergent and well-covered news topics in a manner directly contrary to the University’s purpose to facilitate discourse on a wide variety of topics from diverse perspectives.

91. For example, a student could talk about gun control only if there was a recent shooting or other relevant news story. And even then, the student could talk only in one of the speech zones.

92. On the other hand, if a student wants to talk about a shooting that the University does not deem “newsworthy,” Defendants could deny that student’s ability to speak by subjecting it to their prior permission requirement.

93. The carveout for “spontaneous expression” therefore does not encourage discourse from a variety of viewpoints on issues of public importance, but instead skews speech on campus toward attention-grabbing news headlines.

94. In addition, the Policy’s carveout for “spontaneous expression” discourages students from speaking, as they must guess in advance—on pain of punishment—whether University officials will later deem their speech to be sufficiently newsworthy or related to a sufficiently recent news item to qualify for the exemption.

3. The Policy also exempts literature distribution, but still prohibits all other manners and content of speech.

95. The Policy does not require students to receive prior approval before distributing literature, even though handing out pamphlets often involves engaging in verbal communication. Ex. 7 at 7 (Sec. F.2.a).

96. Therefore, under the Policy, a student may hand out pamphlets about gun

control without receiving advanced permission from the University.

97. But the student may not hand out a pamphlet to another student and then discuss that pamphlet with the student without receiving Defendants' permission three business days in advance.

98. Nor may a student hold a sign showing the same information that is in the pamphlet without the same advance permission.

III. The Policy currently is preventing Plaintiffs from speaking.

99. Plaintiffs desire to speak about a number of topics while on campus.

100. For example, Plaintiffs desire to promote free speech as a fundamental constitutional right and to exercise that right by handing out pamphlets and holding up signs, even though some increasingly criticize free speech as "dangerous" and "biased" against certain groups.

101. Plaintiffs also want to talk about important issues of public policy like gun control in the common outdoor areas of campus. For example, Plaintiffs desire to stand in the outdoor areas of campus and hold up signs saying that gun control laws and gun-free zones do not stop criminals.

102. Plaintiffs also want to talk in a similar manner about important issues of public policy like the powers of the federal government. In particular, Plaintiffs want to discuss how the size of government bureaucracy relates to other issues like federalism and fiscal responsibility.

103. Because of COVID-19, Plaintiffs were not able to meet together in person, hold events, or recruit on campus for most of the 2020–2021 school year. Attendance dropped, many existing members graduated, and YAL became inactive.

104. To resume YAL's normal operations on campus as a registered student organization with ample members, it is essential for Plaintiffs to be able recruit members for their organization by gathering and walking around campus promoting Young Americans for Liberty as well as the previously mentioned causes.

105. Plaintiffs desire to engage in immediate expressive activities on these topics, as well as many others, throughout various open, generally accessible outdoor areas of campus, and to do so spontaneously without prior permission from the University.

106. Defendants' prior approval requirement and speech zones provision prevent Plaintiffs from engaging in expressive activities in the manner of their choosing even on property that the state legislature has declared to be open to students as a public forum.

107. Plaintiffs credibly fear that Defendants will discipline or punish them if they violate the Policy. Section I of Defendants' Policy explicitly states that "[p]ersons who violate these guidelines may be subject to disciplinary action according to the Code of Conduct, Student Handbook, and/or Faculty Handbook as well as potential law enforcement action." Ex. 7 at 9.

108. Section I also states that University affiliates may be held responsible as a group for violating the Policy. For instance, "[a] University affiliate who invites a non-University individual or group onto campus for an Event may be held responsible for that individual or group's compliance with this and other University policies." *Id.* at 9–10.

109. University affiliates include "students" and "registered student organization[s]." *Id.* at 1–2 (Sec. A).

110. According to Defendants' *Code of Conduct*, disciplinary action for individuals can include anything from a written warning to expulsion. Ex. 10.

111. According to Defendants' *Code of Conduct*, disciplinary action for University affiliates or other student organizations can include a written warning up to loss of official recognition. *Id.*

112. Because they fear being disciplined both individually and as an organization, Plaintiffs have refrained from engaging in their desired expressive

activity as described above.

113. As a result of this self-censorship, Plaintiffs have not been able to recruit as effectively.

114. This has resulted in lower attendance and less visibility for their organization.

Allegations of Law

115. At all times relevant to this Complaint, all of the acts and policies alleged herein were attributed to the Defendants who acted under color of a statute, regulation, custom, or usage of the State of Alabama (*i.e.*, under color of state law and authority).

116. Defendants knew or should have known that by preventing individual students from spontaneously speaking and gathering in the outdoor areas of campus, they are violating the statutory and constitutional rights of all University of Alabama in Huntsville students, including Mr. Greer and Young Americans for Liberty.

117. The Policy's categorical reservation requirement, content-based exception for spontaneous expression, and designated speech zones are all at odds with the Campus Free Speech Act and the Alabama Constitution.

118. The policies and practices that led to the violation of Plaintiffs' rights remain in full force and effect.

119. Plaintiffs are suffering irreparable harm from Defendants' Policy and related policies and practices.

120. Plaintiffs have no adequate or speedy remedy at law to correct or redress the deprivation of their rights by Defendants.

121. Defendants' actions and policies, as set forth above, do not serve any legitimate or compelling state interest.

122. Defendants have deprived, and continue to deprive, Plaintiffs of their clearly established rights under Alabama law and the Alabama Constitution, as set

forth in the counts below.

123. Unless the policies and conduct of Defendants are enjoined, Plaintiffs will continue to suffer irreparable injury.

124. Plaintiffs are entitled to appropriate relief invalidating Defendants' challenged policies and related conduct.

**Count I:
The Policy contravenes the Campus Free Speech Act.**

125. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–124 of this Complaint.

126. Defendants' Policy violates the Campus Free Speech Act in several ways, including by requiring every student who wants to engage in expressive activities on campus to receive prior approval from Defendants, carving out a content- and viewpoint-based exception for spontaneous expression, and confining speech to defined areas.

127. The Act states that “students, administrators, faculty, and staff are free . . . to engage in protected expressive activity in outdoor areas of the campus, and to spontaneously and contemporaneously assemble, speak, and distribute literature.” ALA. CODE § 16-68-3(a)(3).

128. This provision unambiguously prohibits Defendants from requiring prior approval before engaging in expressive activities in outdoor areas on campus.

129. But Section C.2 of Defendants' Policy categorically requires approval three business days in advance for expressive activities, even those held on outdoor areas like sidewalks. Ex. 7 at 2, 6–7.

130. The Act states that “the public institution of higher education may maintain and enforce constitutional time, place, and manner restrictions for outdoor areas of campus only when they are narrowly tailored to serve a significant institutional interest and when the restrictions employ clear, published, content-

neutral, and viewpoint-neutral criteria, and provide for ample alternative means of expression.” ALA. CODE § 16-68-3(a)(7).

131. The Act’s content-neutral requirement clearly and expressly prohibits the University from discriminating against speech based on its content.

132. But Section F.1.b of the Policy makes unclear distinctions based on content and viewpoint, exempting speech “generally prompted by news or affairs coming into public knowledge less than forty-eight (48) hours prior” to the event from the categorical reservation requirement. Ex. 7 at 6.

133. Sections C and E of Defendants’ Policy also allows administrators to deny an application for various unclear reasons that confer unbridled discretion, such as for being “unreasonable,” Sec.C.4.c, or for not serving the University’s “educational experience” or the University members’ “well-being.” Sec. E.9, Ex. 7 at 3–4.

134. The requirement in Section C.4.f also allows officials to punish speech based on an audience’s reaction, which is not a viewpoint-neutral or content-neutral reason for regulating speech.

135. The literature distribution exception in Section F.2 also invalidates the Policy. Ex. 7 at 7–8. Allowing students to distribute literature spontaneously but not to engage in other manners of expression spontaneously in the outdoor areas of campus is underinclusive and thus the Policy is not narrowly tailored to serve a significant institutional interest.

136. Finally, the Act states that “the outdoor areas of a public institution of higher education shall be deemed to be a forum for members of the campus community, and the institution shall not create free speech zones or other designated outdoor areas of campus in order to limit or prohibit protected expressive activities.” Ala. Code § 16-68-3(a)(4).

137. Yet, Section F.1.b of Defendants’ Policy confines spontaneous expressive activities to several small, designated areas. Ex. 7 at 6–7; Ex. 9.

**Count II:
The Policy violates Plaintiffs' right to free speech under Article I, Section 4
of the Alabama Constitution.**

138. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1–124 of this Complaint.

139. The Alabama Constitution states, “no law shall ever be passed to curtail or restrain the liberty of speech or of the press; and any person may speak, write, and publish his sentiments on all subjects, being responsible for the abuse of that liberty.” ALA. CONST. art. I, § 4.

140. Outdoor areas of campus are, at least for students, designated public fora open for expressive activity. ALA. CODE § 16-68-3(a)(4).

141. Defendants' Policy offends the Alabama Constitution's free speech provision in two ways.

142. First, the Policy's categorical reservation requirement in Section C is an unconstitutional prior restraint on students' expression. Ex. 7 at 2–3.

143. Defendants' Policy does not clearly define what “expressive activities” means.

144. Defendants' Policy fails to ensure prompt decision-making because it contains no timeframe in which university administrators must rule on a student's request for permission to speak.

145. Defendants' Policy's guidelines for reviewing applications are not narrow, objective, or definite, and therefore allow for viewpoint-based and content-based discrimination.

146. For example, Defendants' Policy allows officials to deny an application to speak if “[t]he proposed date, time, or requested space is unreasonable given the nature of the Event and/or the impact it would have on [University] resources” or if the speech would not serve the University's “educational experience” or the University members' “well-being.” Ex. 7 at 3 (Sec. C.4.c), 4 (Sec. E.9).

147. University officials have wide discretion to make these determinations based on the viewpoint or content of a student's desired speech. *Id.*

148. This includes both overt viewpoint- and content-based discrimination as well as censorship based on an audience's actual or perceived reaction, both of which are unconstitutional.

149. In addition to the three-business-day reservation requirement not being content-neutral, it also fails intermediate scrutiny because it is not narrowly tailored to serve a significant governmental interest and does not leave open ample alternative channels of communication.

150. Second, the Policy's spontaneous speech exception in section F.1.b is an unjustified content- and viewpoint-based regulation of speech. *Id.* at 6.

151. Content-based regulations are constitutional only if they are the least restrictive means to advancing a compelling state interest.

152. There is no compelling interest served by treating speech triggered by recent news differently from other speech. Even still, Defendants' Policy is not the least restrictive means because it prohibits too much speech by confining even spontaneous expression to designated areas.

153. Similarly, treating literature distribution more favorably than other types of speech is unconstitutionally underinclusive.

154. It does not serve a compelling interest and is not the least restrictive means of serving any such interest.

155. This underinclusive exception also fails to serve any significant government interest and is not narrowly tailored to that interest. *Id.* at 6–7.

Prayer for Relief

Wherefore, Plaintiffs respectfully request that this Court enter judgment against Defendants and grant Plaintiffs the following relief:

A. A declaratory judgment that the prior approval requirement, spontaneous

expression exception, speech zones, and associated policies and practices violate Plaintiffs' rights under the Campus Free Speech Act and Article I, Section 4 of the Alabama Constitution;

- B. A preliminary and permanent injunction prohibiting Defendants, their agents, officials, servants, employees, and any other persons acting on their behalf from enforcing the prior approval requirement, spontaneous expression exception, speech zones, and associated policies and practices challenged in this Complaint; and
- C. All other further relief to which Plaintiffs may be entitled.

Respectfully submitted on the 13th day of July, 2021,

s/ W. Brent Woodall

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**Pro hac vice applications forthcoming.*

Counsel for Plaintiffs

DECLARATION UNDER PENALTY OF PERJURY

I, JOSHUA GREER, a citizen of the United States and a resident of the State of Alabama, hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 13th day of July, 2021, at Huntsville, Alabama.

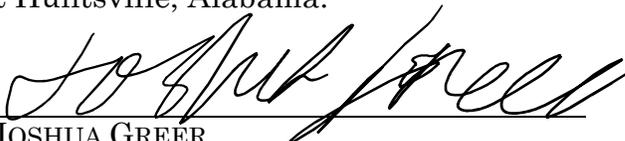


JOSHUA GREER

DECLARATION UNDER PENALTY OF PERJURY

I, JOSHUA GREER, a citizen of the United States and a resident of the State of Alabama, hereby declare on behalf of Young Americans for Liberty at UAH under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 13th day of July, 2021, at Huntsville, Alabama.



JOSHUA GREER
PRESIDENT
YOUNG AMERICANS FOR LIBERTY AT UAH



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EXHIBIT 1

COVID-19

IN THIS SECTION



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type first or last name, hit enter

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EXHIBIT 2

COVID-19

IN THIS SECTION



Article 5: The University of Alabama System

On this Board Manual
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- [Section 2. Authority and Duties of the Chancellor](#)
- [Section 3. Authority and Duties of the Presidents](#)

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Section 1 **Organization**

The University shall maintain its principal offices in Tuscaloosa County, Alabama. It shall be charged with the responsibility of providing to the State of Alabama comprehensive undergraduate, graduate and professional programs and other instructional, research, and service programs, all of the highest quality, through the operation of major components or campuses with varying missions at such locations as may be approved by the Board from time to time. The University of Alabama System includes The University of Alabama, with headquarters at University, Alabama (Tuscaloosa); The University of Alabama at Birmingham, with headquarters at Birmingham, Alabama; The University of Alabama in Huntsville, with headquarters at Huntsville, Alabama; and the UAB Health System, with headquarters at Birmingham, Alabama, administered by a Chief Executive Officer, each with a role and scope to be prescribed by the Board, and each administered by a President, the Campus Presidents and Health System CEO, who shall report directly to the Chancellor. System coordination shall be effected by the Chancellor.

Section 2 **Authority and Duties of the Chancellor**

The Chancellor shall be the chief executive officer of the University System and shall exercise such executive powers as are necessary for its appropriate governance. In the exercise of such powers, the Chancellor is delegated full authority to formulate and issue regulations and orders not inconsistent with Board policy. The Chancellor shall be the principal link between the Board's responsibility for policy and the President's and Health System CEO's responsibility for operations. The Chancellor shall report directly to the Board the current affairs of all components of the University, and shall discuss with the Board basic issues, new or alternative directions and recommendations on new policies. To facilitate such reporting and discussion, the Chancellor, or the Chancellor's designee, shall be a member of the board of directors and the executive committee of all foundations and other related organizations for the System or any of the campuses or health system. He/She shall direct, coordinate, and implement the planning, development, and appraisal of all activities of the System.

Within the general authority granted by the Board, the Chancellor shall perform duties and responsibilities including, but not limited to, the following:

1. Implement Board policies, continuously review the administration and effect of these policies and recommend to the Board, for consideration, modifications of policies and new policies at both campus and System levels;
2. Assume primary responsibility for external relationships with the Governor's office, the Legislature, the Alabama Commission on Higher Education, federal agencies and other agencies, groups and institutions;
3. Recommend to the Board the mission, role and scope of the University and of its respective institutions;
4. Establish the guidelines and formats, coordinate the development and review, and submit to the Board recommended Campus Master Plans, Facilities Development

Programs, and Capital Development Programs;

5. Participate in the implementation of capital projects requiring Board approval;
6. Direct and approve the preparation of a coordinated legislative request for both operating and capital appropriations, and direct the presentation of and justification for the request;
7. Review and recommend to the Board the budgets of each campus and the Health System;
8. Coordinate all functions of the University to assure an integrated institution of related and cooperating campuses, with coordinated educational programs so that quality and comprehensiveness are emphasized, cooperation is insured, and unnecessary duplication is avoided;
9. Establish financial, budgetary, audit, and business procedures for the efficient and effective management of the University;
10. Recommend to the Board, after an appropriate search process, the appointment and compensation of the Presidents and Health System CEO. With the approval of the President pro tempore, and with prior notice to the Board, terminate the employment of the Presidents and Health System CEO;
11. Receive and review recommendations from the Presidents and Health System CEO and transmit such recommendations to the Board along with his/her recommendations for appointment and compensation of vice presidents and other principal academic and administrative staff;
12. Review and recommend action on all legal commitments and all other matters within the province of the Board, including contractual arrangements; and
13. Coordinate the development and recommend to the Investment Committee for adoption by the Board objectives, policies, and practices which will provide for effective and prudent management, control, and preservation of the investment assets of the University. Provide staff assistance to the Investment Committee for

overseeing investment activities and performance, and for ensuring the proper control and safekeeping of the investment assets of the University. Supervise the implementation of established investment policies and practices.

Section 3 **Authority and Duties of the Presidents**

There shall be a President of each component institution who shall be chief executive officer thereof and who shall have full authority to administer campus affairs and to formulate and issue regulations and orders not inconsistent with the Bylaws, rules, policies and procedures of the Board and the Chancellor. The President shall be responsible for the participation of his or her campus in the overall planning, resource allocation, and program evaluation of the University. The President shall report directly to the Chancellor and through him or her to the Board of Trustees. The Chancellor shall provide an opportunity for the President to present his or her views on any matter which affects the University. Within the general authority granted by the Board and the Chancellor, the President shall perform duties and responsibilities including but not limited to the following:

1. Primary responsibility for all of the factors that contribute to the quality of academic (teaching, research, and public service) and support programs of the campus. Such factors include the general supervision of all campus faculties, the allocation and utilization of available resources within the campus, and any and all matters related to the welfare of the campus;
2. General supervision of all relationships between students and the various levels of campus administration. Such supervision includes but is not limited to admissions, registration and records, academic progress and advising, counseling, housing, scholarships and financial aids, student activities and services, placement, foreign students, and the evaluation and certification of academic credit from other institutions;
3. Financial management of the campus and its component parts in conformity with University management policies and practices. This function shall include but is not limited to the preparation of budgets and legislative requests, assistance in

legislative presentations, maintenance of financial records and accounts for activities of the campus, the receipt and expenditure of all campus funds, and preparation of required financial reports;

4. Personnel administration including employment and termination, wage determination, and conditions of employment for faculty and other employees of the campus;
5. Operation and maintenance of the physical plant, purchase of supplies and equipment, and the maintenance of appropriate inventories and records of real and personal property under the jurisdiction of the campus;
6. Fund raising, intercollegiate athletics, auxiliary enterprises, and alumni activities;
7. Participate in the development of objectives, policies, and practices which will provide for effective and prudent management, control, and preservation of the investment assets of the University. Implement assigned investment responsibilities and ensure compliance with restrictions established by external donors, as well as limitations placed by the Board on funds functioning as endowment;
8. Develop and submit to the Chancellor Campus Master Plans, Facilities Development Programs, and Capital Development Programs.

The University of Alabama System

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EXHIBIT 3

Office of Student Affairs Org Chart

– Vice President for Student Affairs
Kristi Motter

– Dean of Students
Ronnie Hebert

Director of Student Life Nikki Goode
Senior Coordinator for Career Services Candace Phillips
Director of Student Health Services Amber McPhail
Asst. Dean of Students Scott Royce
Director of Student Ethics & Education Jimmy Hubbard
Coordinator for Military and Veteran Programs Brittany Howard
Director Campus Recreation Sabrina Blackwood
Director of Counseling Center Emily Eichhorn
Director CU & CTC Will Hall

+ Assistant Vice President
Patrick James

Director of Residence Life
Neil McMillion

Director of Charger Card
Mallory Spragins

General Manager Food Services & Bevill Center
Sukesh Parameswaran

Manager University Bookstore
Sandra Robinson

+ Director of Enrollment
Haley Lewis

Organizational Chart

UAH Full Organizational Chart

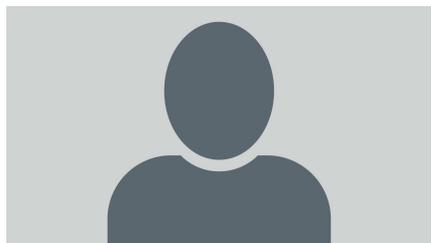


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EXHIBIT 4

Contact

Start Planning Your Event



Jay Foster

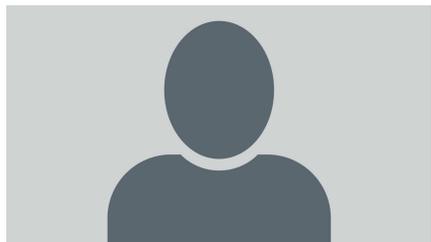
EVENT SCHEDULING
COORDINATOR

🏢 Charger Union, Suite 202

☎ 256.824.3625

✉ jay.foster@uah.edu

Event Services Specialists



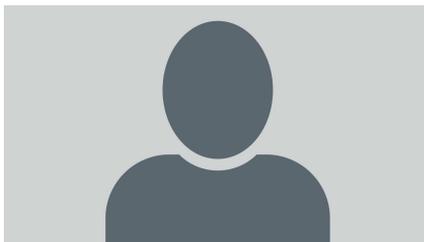
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Drew Hudson

ASSISTANT DIRECTOR

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Colvin Lonergan

ASSISTANT DIRECTOR OF
EVENT PRODUCTION

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✉ jcl0051@uah.edu

Contact Us

Charger Union
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 [Campus Map](#)

 256.824.3625

 eventservices@uah.edu



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EXHIBIT 5

Event Guidelines

Know your responsibilities before you begin making arrangements for your event. Please read the event guidelines below and contact the appropriate staff with any questions you might have.



Rules and Regulations

All events held on campus are governed by federal, state, and local laws, as well as University regulations and policies.



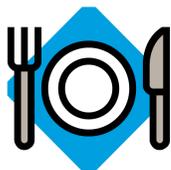
Custodial

It is the user's responsibility for cleanup and trash removal. The University's custodial staff does not work on weekends. Additional arrangements can be made by emailing [✉ eventservices@uah.edu](mailto:eventservices@uah.edu). Additional charges may be incurred.



Internet Access

Wireless internet is not available unless prior arrangements are made with Network Services. Call the OIT Helpdesk at 256.824.3333, or visit them in the Salmon Library to make the appropriate arrangements. There are no additional fees incurred for use.



Food and Beverages

All beverage, refreshment, and banquet services in the CGU and CTC must be catered by Sodexo. Please make arrangements for catering through the Bevil center sales office at, 256.824.4721 or [✉ uahcatering@uah.edu](mailto:uahcatering@uah.edu).

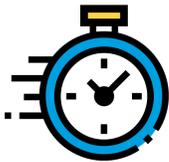
Building Access

If the event begins before the building opens, or continues after the building closes, the user will be assessed a \$50 per hour fee.



Outdoor Events

For events that will be outdoors, an additional Outdoor Activity Request Form must be completed. The form is available through Juanita Owen, the Associate Director of Conferences and Events, via email at [✉ owenj@uah.edu](mailto:owenj@uah.edu).



Last Minute Reservations

Events scheduled less than 24 hours in advance may receive limited heating/air service, AV support, and room setup.



During the Event

It is important to know the building may be being used by one or more groups at any given time. During the week, Monday – Saturday, classes and testing are in session. Please be courteous to others who may be in the building by keeping noise levels to a minimum. Children should be supervised by an adult and not allowed to run in the building or play in the stairway.



After the Event

The space used should be returned to its original state after the event. All equipment the User brings into the building for the event must be removed. Any damages, missing items, excessive cleaning and/or trash removal will be assessed to the user and billed accordingly.

Safety



Safety restrictions prohibit the blocking of doorways, elevators, stairwells, and emergency exits. Displays must not block exits, fire doors, or impede the flow of pedestrian traffic. Any accidents or injuries occurring on campus must be reported promptly to the University Police. The University is not responsible for accidents, injuries, or loss of property. Some events may require the service of campus police and Huntsville Emergency Medical Services, Inc (HEMSI). Arrangements must be made on an individual basis with the Public Safety Office at 256.824.6596. Charges may apply.



Child Protection Policy

UAH is committed to maintaining a supportive and safe educational environment, one which seeks to enhance the well being of all members of its community. Within that commitment, UAH places importance on creating a secure environment for children on our campus. A "child" is any person under eighteen (18) years of age. The University's Child Protection Policy can be located [here](#). All users and guests must comply with this policy if any children will be on campus in connection to the event. For questions please contact ✉ eventservices@uah.edu.



Cancellation Policy

No penalty will be assessed for cancellation of UAH facility reservations that is made ten (10) working days or more prior to the beginning of use period. For cancellations made less than ten (10) working days prior to the scheduled event day, UAH may impose a cancellation penalty of \$100 plus the cost to the University for any arrangements already made for the User. As an exception, any catering reservations made with Sodexo is subject to the cancellation policies established by that department. The University reserves the right to cancel or reschedule an event based on unforeseen circumstances, unscheduled closings of the University, equipment failure, misrepresentations about the event, illegal activities surrounding the event, or disregard for the students or facilities.

START PLANNING YOUR EVENT! >

Contact Us

Charger Union
Suite 202
Huntsville, AL 35899

 [Campus Map](#)

 256.824.3625

 eventservices@uah.edu



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EXHIBIT 6

THE UNIVERSITY OF ALABAMA SYSTEM**Resolution****Recognizing Commitment to Freedom of Speech and Expression**

WHEREAS, The Board of Trustees of The University of Alabama (hereinafter “the Board”), through the University of Alabama System and its individual campuses (The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville), is responsible for providing the State of Alabama comprehensive undergraduate, graduate and professional programs, along with other instructional, research, and service programs; and

WHEREAS, in the exercise of the Board’s constitutional authority and discretion to manage and control its campuses, and consistent with its mission and responsibility, the Board seeks to reaffirm its commitment to the First Amendment right of free speech and expression, as set forth herein.

BE IT RESOLVED that the Board, and each of its campuses, is committed to free and open inquiry and expression for members of its campus communities—faculty, staff, and students. Except as limitations on that freedom are appropriate to the functioning of the campuses and permissible under the First Amendment to the Constitution of the United States, the Board and each of its campuses respects and supports the freedom of all members of its campus community “to discuss any problem that presents itself.”

The ideas of different members of a campus community will often and quite naturally conflict. But it is not the proper role of an institution to shield or attempt to shield individuals from ideas and opinions they find unwelcome, disagreeable, or even deeply offensive. Although great value is placed on civility, and while all members of the respective campus communities share in the responsibility for maintaining a climate of mutual respect, concerns about civility and mutual respect can never be used to justify closing off the otherwise lawful discussion of ideas among members of the campus community, however offensive or disagreeable those ideas may be to some.

The freedom to debate and discuss the merits of competing ideas does not, of course, mean that individuals may say whatever they wish, wherever they wish. The Board and its campuses may restrict expression that violates the law, falsely defames a specific individual, constitutes a genuine threat or harassment, unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise incompatible with the functioning of the institution. Likewise, the Board and each of its campuses has a significant interest in protecting the educational experience of its students, in ensuring health, safety, and order on its campus, in regulating competing uses of its facilities and grounds, and in protecting the safety and wellbeing of those with the right to use its facilities and grounds to engage in protected speech, among other significant interests. As a result, the Board and each of its campuses may reasonably regulate the time, place, and manner of expression in a viewpoint-neutral manner to ensure that these interests are protected and that expression does not disrupt the ordinary activities of the

institution. These are exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with the commitment to a free and open discussion of ideas among the campus community.

In short, the Board's fundamental commitment is to the principle that debate or deliberation may not be suppressed because the ideas put forth are thought by some or even by most members of the campus community to be offensive, unwise, immoral, or wrong-headed. It is for the individual members of the campus community, not for the Board or administrators, to make those judgments for themselves, and to act on those judgments not by seeking to suppress speech, but by openly debating the ideas that they oppose. Indeed, fostering the ability of members of the respective campus communities to engage in such debate and deliberation in an effective and responsible manner on their campuses is an essential part of the mission of both the Board and each campus of the Board.

As a corollary to this stated commitment to protect and promote free expression, members of each campus community must also act in conformity with the principle of free expression. Although members of the campus communities are free to criticize and intellectually challenge the views expressed on campus, and to appropriately criticize and intellectually debate speakers who are invited to express their views on campus, they may not obstruct or otherwise significantly interfere with the freedom of others to express views they reject or even loathe. To this end, the Board and each of its campuses has a solemn responsibility not only to promote a lively and fearless freedom of debate and deliberation, but also to protect that freedom when others attempt to restrict it.

BE IT FURTHER RESOLVED that the Board of Trustees of The University of Alabama will continue to exercise its broad power, granted by the Constitution of Alabama, to manage and control the institution's activities, affairs, operations, business, and property. *See Ala. Const.* Art. XIV, §264, as amended by Amendment 399. *See also Ala. Code* §16-47-34; Opinion of the Justices, 417 So.2d. 946, at 947 (Ala. 1982); Opinion of the Alabama Attorney General 2019-029 (March 20, 2019).



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EXHIBIT 7

03.01.06 Use of Outdoor Areas of Campus

Number

03.01.06

Division

Student Affairs

Date

June 30, 2020

Purpose

The Board of Trustees of The University of Alabama, an independent, constitutional instrumentality of the state, controls The University of Alabama Huntsville ("UAH" or "University"), an enclave created for the pursuit of higher learning, and is committed to free and open inquiry and expression for members of its campus communities. Except as limitations on that freedom are appropriate to the of the campuses and permissible under the First Amendment to the Constitution of the United States, UAH will regulate access to the outdoor areas of UAH's campus, including sidewalks on its campus, in a manner that respects and supports the freedom of all members of each campus community "to discuss any problem that presents itself." To that end, this policy provides UAH's affiliates access to outdoor areas of campus while preserving the primacy of UAH's teaching, research, and service mission. Among other significant interests, this policy is intended to facilitate responsible stewardship of institutional resources; to protect the educational experience of its students; preserve the primacy of its teaching and research mission; to ensure health, safety, and on campus; to regulate competing uses of its facilities and grounds and protect campus property; and protect the safety and wellbeing of those with the right to use outdoor areas to engage in protected speech, while also providing opportunities for freedom of expression and assembly that is consistent with UAH's teaching, research, and service mission.

UAH will enforce reasonable time, place, and manner restrictions that are viewpoint neutral to ensure that these interests are protected and that expression does not disrupt the ordinary activities of the institution.

Use of UAH's outdoor areas by persons, groups, or organizations affiliated or unaffiliated with UAH will be primarily handled in accordance with this policy.

Policy

The outdoor areas of UAH (referred to as "grounds" or "outdoor space"), including the sidewalks on its campus, are intended primarily for the support of the teaching, research, and service components of its mission. Second priority is given to programs sponsored and conducted by UAH's academic, research, and administrative departments or organizations affiliated with such departments. Beyond these two priorities, use of outdoor space is primarily permitted for activities that are intended to serve or benefit the UAH community and must not interfere with the academic mission or operation of UAH. These additional significant interests include, but are not limited to, protecting the educational experience of its students; ensuring health, safety, and order on its campus; regulating competing uses of its grounds as well as protecting campus property; and protecting the safety and wellbeing of those with the right to use its facilities and grounds to engage in protected speech. To the extent any outdoor space is made available for activities or gatherings, including activities of expression, the reservation and/or use of such space is subject to this policy as well as all other applicable University policies, procedures, and guidelines along with local, state, and federal laws.

A. Who May Use Outdoor Space

Subject to the terms of, and exceptions included in, this policy, outdoor space generally may only be reserved or used by the following:

1. members of the campus community (*i.e.*, UAH faculty, staff, and students);
2. a University academic or administrative unit;
3. a registered student organization;¹ or
4. an individual or organization that is sponsored by (a) the University, (b) a University registered student organization, (c) administrator, or (d) a member of the faculty or staff.²

The aforementioned categories of eligible users are collectively referred to in this policy as "University affiliate(s)." Any University affiliate that reserves outdoor space must participate in any activity associated with that reservation.

B. Reservation Requirements

University affiliates have the right to engage in spontaneous activities of expression as provided for in Paragraph F of this policy and subject to compliance with applicable University rules. Aside from the opportunities for free expression outlined in Paragraph F and casual recreational or social activities, reservations must be made for activities that make use of outdoor space under the control of UAH (an "Event"), including sidewalks within the boundaries of UAH's campus. When required, requests for Event reservations shall be made in writing in accordance with Paragraph C (Reservation Process for Use of Outdoor Space and Approval of GUR Applications).

A "registered student organization" is one that is properly registered with UAH's Division of Student Affairs that has not had its available privileges, such as the use of outdoor space, withdrawn, suspended and/or restricted.

A University registered student organization, administrator, or a member of the faculty or staff, rather than the University, decides which activities of expression and/or assembly they may wish to sponsor.

C. Reservation Process for Use of Outdoor Space and Approval of Grounds Use Reservation ("GUR") Applications

In addition to the requirements and limitations of this policy, all use of outdoor space is further governed by any policy and procedure relevant to a specific outdoor space, the Alcoholic Beverage Usage at University Events Policy, the Child Protection Policy, the Smoke-and Tobacco-Free Policy, the General Terms and Conditions for Use of Outdoor Space incorporated herein by reference, and all other applicable policies and procedures.

1. Subject to the limited exceptions noted in Paragraph C.6 below and Paragraph F (Activities of Expression), each applicant for an Event on campus must register their Event by completing a GUR application. The GUR application and General Terms and Conditions for Use of Outdoor Space is available online at <https://sites.google.com/a/uah.edu/conferences-and-events/home/forms>.
2. To facilitate the review by various UAH departments that have responsibility for different aspects of an Event (e.g., tents, food service, security, risk management, electrical service, etc.), applicants for use of the space are strongly encouraged to submit a GUR application at least ten (10) days prior to the Event. At a minimum, a GUR application must be submitted no less than three (3) business days 3 prior to the planned Event. The GUR application will be approved or denied within two (2) business days of receipt.
3. Upon receipt of the GUR application, the UAH Associate Director of Conference and Events will forward same via e-mail to the Chief of Police for the University of Alabama in Huntsville Police Department ("UAHPD"), the Office of Risk Management, Facilities and Operations, and Environmental Health and Safety.
4. The UAH Associate Director of Conference and Events will approve a GUR application properly made by an appropriate University affiliate unless there are reasonable grounds to believe that one or more of the following conditions are present:

A University business day means any day when UAH is in operation. It does not include Saturdays, Sundays, and University holidays or other days when normal business operations are suspended.

- a. The applicant has had their/its available privileges, such as the use of certain outdoor space or facilities, withdrawn, suspended, and/or restricted.
 - b. The proposed outdoor space is unavailable at the time requested because of conflicting events previously planned in or around that location.
 - c. The proposed date, time, or requested space is unreasonable given the nature of the Event and/or the impact it would have on UAH's resources and teaching and research mission.
 - d. The Event would present logistical complexities that cannot be accommodated based on when the GUR application was submitted, the size of the event, and when the Event is to occur.
 - e. The Event would not comply with the provisions of Paragraph E (General Provisions Applying to All Use of Outdoor Space).
 - f. The Event would reasonably constitute an immediate and actual danger to the health and safety of UAH students, faculty, or staff, or to the peace or security of UAH that available law enforcement officials could not control with reasonable effort.
 - g. The University affiliate who submits the application has on prior occasions damaged UAH property and has not paid in full for such damage.
 - h. The requested use of outdoor space is inconsistent with the terms of this policy.
5. If issued, a permit granting use of outdoor space shall (a) specify the boundaries of the area to be used; (b) the date for which the use is approved; (c) the time at which the reservation for the use expires, and (d) any special provision(s) concerning the use of the space. If denied, the Associate Director of Conference and Events will set forth in writing the grounds for denial, including, if applicable, any measures that would cure any defects in the application.

6. Exceptions

- a. Intercollegiate Athletic Facilities. Athletic outdoor practice fields, training facilities, and tennis courts are owned and maintained by UAH for the primary use and benefit of the intercollegiate athletic programs of UAH, of allied non-University athletic activities consistent with such programs, and of official academic events of UAH. The use of these outdoor facilities shall be limited to these purposes unless otherwise authorized by the Athletic Department. Requests for use of all intercollegiate athletic facilities must be made directly to the Athletic Department's Senior Woman Administrator/Assistant Athletic Director. Distribution of materials pursuant to this policy is not allowed in intercollegiate athletic facilities or within the security perimeter of athletic events without the permission of the Athletic Department.
- b. Recreation Facilities. Setzer Field, Riggs Field, the Disc Golf Course, and the grass intramural fields at Southeast Campus Housing are intended primarily for student recreational use on an organized group and individual basis. Requests for recreational facilities shall be made online at <https://rec.uah.edu/Facility/ReservationRequest>.
- c. Charger Union breezeway, Charger Union lawn, Charger Union Outdoor Theater. Reservations for these locations shall be booked in accordance with the Charger Union Use of Space & Reservation Policy.

D. Appeal of Denial of GUR Application

1. A University affiliate whose request for the use of outdoor space is denied may appeal to the Vice President for Student Affairs.
 - a. Appeals should be filed in writing with the Office of the Vice President for Student Affairs within five (5) business days of the denial of the GUR application.
 - b. The Vice President for Student Affairs (or designee) shall convey the appeal decision in writing to the applicant and to the appropriate administrative unit within five (5) business days after receiving the appeal.
2. The decision of the Vice President for Student Affairs on any appeal shall be final.

E. General Provisions Applying to All Use of Outdoor Space

The following requirements/limitations apply to ALL activities or Events requiring access to outdoor space:

1. Persons may not block or otherwise interfere with the free flow of vehicular, bicycle, or pedestrian traffic. The right of way on streets and sidewalks must be maintained.
2. Persons may not block or otherwise interfere with ingress and egress into and out of campus buildings.
3. Persons shall not obstruct, disrupt, interrupt, or attempt to force the cancellation of any event or activity sponsored by UAH or by any individual/group authorized to use outdoor space.
4. Where an invited speaker is the object of protest, persons may demonstrate and/or distribute materials outside the facility where the speech is taking place, subject to the requirements of this policy, which may include registration or notice. Persons who wish to attend an Event must do so as members of the audience and must give the speaker a respectful hearing (e.g., do not interrupt, etc.). Failure to grant the speaker a respectful hearing may result in the offending person(s) being asked to leave or being removed. Signs, placards, or similar paraphernalia associated with a demonstration shall not be carried into any building on campus. This provision is focused on preventing material and substantial interferences. It does not prevent attendees from engaging in silent, nonobstructive protests (e.g., turning their backs on a speaker, etc.) or respectfully engaging a speaker in discussion or debate when the speaker provides that opportunity to the audience.
5. Persons shall not engage in physically abusive or threatening conduct toward any person or group.
6. Persons shall always comply with the directions of UAH public safety personnel, including the UAHPD.
7. Persons shall not prevent, obstruct, or interfere with regular academic, research, administrative, student activities, or other approved activities at UAH.
8. Use of public address systems and amplified sound, including electronic amplification, is only permitted pursuant to the terms of Paragraph G (Use of Sound Amplification) below.
9. The safety and well-being of members of the campus community collectively and individually, as well as the educational experience and other significant interests of UAH as outlined herein, must be protected at all times. UAH maintains the right to impose reasonable time, place, and manner restrictions for Events and activities occurring in outdoor space in a viewpoint-neutral manner to ensure that expressive activity is protected and that expression does not disrupt the ordinary activities of the institution. This includes, but is not limited to, modifying, disbanding or relocating an Event or activity that conflicts with previously scheduled events in or around that space or that reasonably creates a health or safety risk to persons or risk to property on campus.
10. UAH property must be protected at all times.
11. Persons on UAH's property may be required to provide identification and evidence of qualification to a UAH official upon request. Evidence of qualification means evidence that the person is a currently registered student, staff or faculty member at the institution, is a University affiliate, or has lawful activity to pursue at UAH.
12. Persons engaging in activities on UAH property are subject to and must comply with all applicable UAH policies and procedures.
13. Any person or group holding an Event on campus must remove all trash and other items associated with the Event (e.g., fencing, stages, tents, tarps, etc.) and return the grounds to pre-Event condition by 7:00 a.m. the following day. For events that are scheduled to end before 5 p.m., such removal must take place within three hours of the scheduled end of the event. UAH will assess the reasonable costs of returning the grounds to pre-Event condition (including damages, labor, repairs, replacement, etc.) and/or cleanup to those persons or organizations failing to comply with this requirement.

14. Candles, fireworks, pyrotechnics, bonfires, and other open flames are not permitted at any Event using outdoor space unless it is a UAH sponsored Event that has been coordinated with UAHPD and local fire department officials.
15. Misuse/abuse of trees located on UAH property is prohibited. Examples of tree misuse/abuse include, but are not limited to, climbing, breaking limbs/branches, use of ropes, wire, slack-lines, zip-lines, nails, tape and signage, etc.
16. With the exception of service animals that are trained to do work or perform tasks for a person with a disability, the use of animals in conjunction with an Event is prohibited without prior written approval from the Division of Student Affairs. The Division of Student Affairs shall consult with the Office of Risk Management prior to granting permission.
17. No outdoor Event may last longer than eight (8) hours during a 24-hour period without prior written approval from the Division of Student Affairs. Likewise, overnight camping or the use of temporary shelters (e.g., tents) is not allowed without prior written approval from the Division of Student Affairs.

F. Activities of Expression

The primary function of a university is to discover and disseminate knowledge by means of research, teaching, discussion, and debate. To fulfill this function, free and open inquiry and expression of ideas is necessary within UAH by its University affiliates. At UAH, freedom of expression and assembly is vital to the pursuit of knowledge. Such freedom comes with a responsibility to welcome and promote this freedom for all, even in disagreement, opposition, or even offense.

UAH supports the right to free expression on campus by University affiliates, through rallies, speeches, petitions, vigils, and distribution of materials, among others, provided such an Event complies with this policy and does not disrupt normal University activities, infringe upon the rights of others, or otherwise infringe on UAH's significant interests as set forth herein. Compliance with this policy should prevent such disruption or infringement. Except as provided herein, persons who are not members of the UAH student body, faculty, or staff may only participate in these types of Events upon the invitation of a University affiliate who is actively participating in the Event. The ideas of different members of a campus community will often and quite naturally conflict, but it is not the proper role of UAH to shield or attempt to shield individuals from ideas and opinions they find unwelcome, disagreeable, or even deeply offensive. Although great value is placed on civility, and while all members of the campus community share in the responsibility for maintaining a climate of mutual respect, concerns about civility and mutual respect can never be used to justify closing off the otherwise lawful discussion of ideas among members of the campus community, however offensive or disagreeable those ideas may be to some.

The freedom to debate and discuss the merits of competing ideas does not, of course, mean that individuals may say whatever they wish, wherever they wish. UAH may restrict expression or assembly that violates the law, falsely defames a specific individual, constitutes a genuine threat or harassment, unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise incompatible with the functioning of the institution. Likewise, UAH has a significant interest in protecting the educational experience of its students, in ensuring health, safety, and order on its campus, in regulating competing uses of its facilities and grounds, and in protecting the safety and wellbeing of those with the right to use its facilities and grounds to engage in protected speech, among other significant interests. As a result, UAH may reasonably regulate the time, place, and manner of expression in a viewpoint-neutral manner to ensure that these interests are protected and that expression does not disrupt the ordinary activities of the institution. These are exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with an institution's commitment to a free and open discussion of ideas among its campus community.

A multitude of venues and forums across campus are available for free expression if properly registered in advance of the Event. In addition to those opportunities for free expression through Event registration and reservation of campus space, Events providing for freedom of expression may also be promptly allowed in the following situations:

1. Special Guidelines for Spontaneous Activities of Expression

- a. It is the intent of this policy to ensure that all activities of expression on campus occur without threat to the health, safety, or security of persons or facilities or UAH's other significant interests through proper planning and scheduling. Occasionally, events occur that demand immediate public response, and it is not the intent of this policy to limit the rights of a University affiliate to respond to such events. To be clear, the areas designated herein are not "free speech zones." These areas are designed to further promote activities of expression. As provided for under this policy, there are numerous spaces identified across campus where faculty, staff, and students have the opportunity to exercise free expression.
- b. Spontaneous activities of expression, which are generally prompted by news or affairs coming into public knowledge less than forty-eight (48) hours prior to the spontaneous expression, may be held by University affiliates in the following defined areas, without advance approval, provided that the activity does not interfere with any functions for which that space has been reserved in advance, disrupt UAH's teaching and research mission, or otherwise violate this policy.⁴
 - i. The amphitheater, identified as area 1 on the Campus Map.
 - ii. The grassy area north of Holmes Avenue, south of the Salmon library, and west of the internal sidewalk, identified as area 2 on the Campus Map.
 - iii. The grassy, triangular area between Holmes Avenue and John Wright Drive, identified as area 3 on the Campus Map.
 - iv. The grassy area north of Holmes Avenue and west of John Wright Drive, identified as area 4 on the Campus Map.
 - v. The grassy and treed areas within the Executive Plaza portion of campus identified as areas 5, 6 and 7 on the Campus Map.
 - vi. The grassy area north of the University Fitness Center between the University Fitness Center and Holmes Avenue, identified as area 8 on the Campus Map.
 - vii. The greenway rectangle area, south of the Charger Union, identified as area 9 on the Campus Map.
 - viii. The grassy areas south of the Materials Science Building and north of John Wright Drive, identified as areas 10 and 11 on the Campus Map.
 - ix. The grassy area south of Von Braun Research Hall and north of John Wright Drive, identified as area 12 on the Campus Map.
 - x. The grassy area west of the Engineering Building and Von Braun Research Hall, and east of John Wright Drive, identified as area 13 on the Campus Map.
 - xi. The grassy area west of Von Braun Research Hall and east of John Wright Drive, identified as area 14 on the Campus Map.
 - xii. The grassy area south of Knowledge Drive between University Lake and John Wright Drive, identified as area 15 on the Campus Map.
 - xiii. The grassy areas south of Technology Drive and east of Sparkman Drive, identified as areas 16 and 17 on the Campus Map.
 - xiv. The grassy area south of Knowledge Drive between University Lake and Sparkman Drive, identified as area 18 on the Campus Map.
 - xv. The area north of Technology Drive between Sparkman Drive and University Lake, identified as area 19 on the Campus Map.

xvi. Perimeter sidewalks that border the UAH campus alongside Sparkman Drive and/or University Drive.

See campus map, which also generally marks the noted areas.

- c. For scheduling conflict, site preparation/clean-up, and security purposes, a notification should be sent to ✉ outdoorrequest@uah.edu promptly after the decision is made to hold the spontaneous activity of expression in any of the foregoing outdoor spaces.⁵ The notice must identify the following:
- i. Contact information for the event organizer (e.g. name, cellphone number, e-mail, etc.);
 - ii. Which of the foregoing areas will be utilized;
 - iii. The time the activity is expected to begin and end;
 - iv. A general description of the reason for the activity; and
 - v. An estimate on the number of individuals expected to be involved in the Event.
- d. Spontaneous activities of expression may occur in other areas of campus in addition to the areas listed above, but an expedited request for use of other outdoor space must be made at least twenty-four (24) hours in advance pursuant to Paragraph C (Reservation Process for Use of Outdoor Space and Approval of GUR Applications). If properly requested, other outdoor space may be made available provided that the activity does not interfere with any functions for which that space has been reserved in advance or otherwise violate this policy.⁶

This notification may not be required in situations where the spontaneous activity must occur in one of the defined spaces with such immediacy that it is objectively impractical or unreasonable to provide any of the notification information referenced above in advance of the activity. On the rare occasions that this occurs, the individual or group organizing the event is expected to otherwise comply with this policy as well as any directives from law enforcement or other UAH representatives aimed at maintaining the safety and security of the activity, participants, and/or the campus community. Further, the organizing individual or group should provide the notification information as soon as reasonably practical once the activity is organized or underway.

- e. It is inappropriate for events that have been planned to circumvent this policy by claiming to be spontaneous. In deciding whether an activity of expression is spontaneous or planned, UAH may consider any relevant evidence. If it is determined an effort was made to circumvent established policies, the individual(s)/group(s) involved may be subject to disciplinary action.

2. Special Guidelines for Material Distribution (e.g., distribution of leaflets, pamphlets, written materials, etc.)

- a. University affiliates may distribute directly to other members of the campus community, without advance approval, non-commercial announcements, statements, or materials in any outdoor area of the campus, the use of which is not otherwise restricted or scheduled. In an effort to avoid space scheduling conflicts, assist with site preparation/clean-up, and promote the safety/security of all those involved with the distribution activity, UAH requests that a University affiliate organizing the distribution provide UAH with notice at least twenty-four (24) hours before the planned distribution. As stated above, UAH does not require advance approval, and it does not take the content or viewpoint of speech into account. Such notification should be sent to ✉ outdoorrequest@uah.edu and identify/include the following:
- i. Contact information for the event organizer (e.g. name, cellphone number, e-mail, etc.);
 - ii. The date and time of the planned distribution period;
 - iii. The proposed locale of the distribution;
 - iv. A copy of the materials that will be distributed at the event; and

- v. The anticipated duration of the distribution period; and
- vi. The anticipated number of people expected to take part in the distribution of materials (not to exceed 10).⁷

University affiliates may also elect to engage in expressive activity on the public property that is immediately off campus. Please review the campus map which provides a general understanding of the property lines for campus. Any individual or group engaging in expressive activity on public property is encouraged to review applicable Huntsville city ordinances before engaging in such activity.

- b. Persons distributing such materials are expected to refrain from littering and to encourage the same from others. "Distribution" is defined as and limited to individuals handing materials to other individuals who may accept them or refrain from receiving them. An individual's right to privacy must be respected. Thus, no person may attempt to threaten, intimidate, or badger another individual into viewing or accepting a copy of any material. Further, no person may persist in requesting or demanding the attention of another individual who has attempted to walk away or has clearly expressed no interest in the material. For purposes of this section, leaving materials unattended on a surface to be picked up is considered littering, not distribution.
- c. Materials may not be distributed door to door in residence halls or academic buildings. Further, materials may not be affixed to the outside of UAH buildings/structures or placed on motor vehicles. Additionally, equipment, such as tables, tents, and chairs, may not be used as part of any distribution activity under this section.

G. Use of Sound Amplification

The use of sound amplification (e.g., electronic amplification, public address systems, etc.) may be available upon written request to ✉ outdoorrequest@uah.edu and will be considered on a case-by-case basis. If approved, the use of sound amplification in conjunction with an Event must never disrupt the normal functions of UAH or unreasonably disturb the surrounding community. Sound amplification will generally be permitted upon request if the speaker/sound source volume is expected to be reasonably set and localized (i.e., cannot be heard beyond the immediate vicinity of the speaker/sound source). Different locations, such as those adjacent to academic/administrative buildings or residence halls, as well as the timing of the Event may dictate the reasonableness of the volume and speaker/sound source placement. The use of louder sound amplification may be permitted upon request depending on the specifics of the proposed Event (e.g., timing, location, event size, etc.). UAH representatives responsible for managing UAH space (or their designees), which includes UAHPD, maintain full discretion to require that the volume be lowered or muted at any time during the Event if it has the potential to interfere with the academic mission or operation of UAH.

This participant restriction (Item 6) does not apply to material distribution occurring as part of spontaneous events held pursuant to Section G.1.

H. Posting Materials, Chalking, & Solicitation

Solicitations, advertisements, promotions, chalking, displays, yard signs or posting materials on UAH's campus by a University affiliate are permissible as provided herein. All other solicitations, promotions, advertisements, chalking, sales, displays, yard signs or postings on campus are prohibited.

1. Posting Printed Materials (e.g., advertisements, solicitations, information, etc.)
 - a. Printed materials may be reasonably posted on designated bulletin boards in accordance with these guidelines. Posting of printed materials in any other location inside campus buildings is prohibited.
 - b. Posted materials must not be obscene, illegal, libelous, or directed to and likely to have the effect of inciting or producing imminent lawless action.
 - c. Advertisers are responsible for the removal and proper disposal of all advertising materials within twenty-four (24) hours after the publicized event has occurred or the time

limits or conditions of the advertisement have expired.

- d. Signs placed in the ground with a stake or similar device ("yard signs") may not exceed 18" x 24" in size. Yard signs shall not be placed in flowering or non-flowering landscaping beds, tied to trees, or placed in the areas immediately around the Student Services Building. The total number of related yard signs allowed on campus per event may not exceed twenty (20). Yard signs may be reasonably displayed seventy-two (72) hours before an event and must be removed within twenty-four (24) hours of the event. Signs must be dated. Exceptions to these yard sign limitations may be available with prior written approval from the Division of Student Affairs. Before placing a yard sign on campus, University affiliates should complete the temporary signage paperwork available on the [UAH website](#).
- e. Printed materials may not be affixed to the outside of UAH buildings or structures, both permanent and temporary, including fences and barricades.
- f. Placement of printed materials on motor vehicles owned by UAH or third-parties is prohibited.
- g. Permission for display of printed materials or commercial advertisements in or around all UAH facilities must be approved by the appropriate building director, department, or Dean of the college or school responsible for the building. Permission decisions will be made on a viewpoint neutral basis.
- h. Posted materials that do not comply with this policy may be removed.

2. Chalking

- a. Only University affiliates are allowed to chalk within the guidelines provided herein.
- b. Chalking is only permitted on natural gray concrete sidewalks that are naturally subject to being washed by the rain.
- c. No chalking can occur on sidewalks or building entrances that are covered by a shelter of any type.
- d. No chalking can be closer than twenty (20) feet to a building. A building structure includes all porches, stairs, and drive-thrus attached thereto.
- e. No chalking is permitted on a vertical surface, including the riser portion of stairs and walls.
- f. Chalking is not permitted on any type of brick, concrete paver, and/or engraved surfaces.
- g. The type of chalk used must be washable and not capable of withstanding several rains. Spray chalk is strictly prohibited. Sidewalk chalk is recommended.
- h. Removal of chalk in prohibited areas will be handled by the unit responsible for the given area. Organizations may be contacted by said unit and asked to remove the chalking at their own expense.
 - i. Please note that all units have the right to remove chalking for aesthetic and event purposes or if not in compliance with this policy.
 - j. If any expense is incurred in the removal of chalk because of a violation of the above policies the organization may be held responsible for all expenses and/or subject to disciplinary action.

i. Violations of these Policy Guidelines

UAH reserves the right to enforce these guidelines by all reasonably necessary means to ensure compliance. Events that are or become non-compliant with these guidelines may be cancelled and/or dispersed. Persons who violate these guidelines may be subject to disciplinary action according to the Code of Conduct, Student Handbook, and/or Faculty Handbook as well as potential law enforcement action. Further, costs to clean up or repair damage associated with an Event may be assessed, as applicable, by charging the costs to a student account, a University account, payroll deduction, and/or any and all other methods allowed by law. Persons or groups that repeatedly violate these guidelines may be prohibited from further use of outdoor space. A University affiliate who invites a non-

University individual or group onto campus for an Event may be held responsible for that individual or group's compliance with this and other UAH policies. A non-University participant's failure to comply with this policy may result in appropriate action under state or federal law.

Review

Student Affairs will review this policy every five years or sooner as needed.

General Terms and Conditions for Use of Outdoor Space

Definitions:

- **Agreement:** The terms of these General Terms and Conditions for Use of Outdoor Space, the Policy for Use of Outdoor Areas of Campus, all terms of the applicable form under which You are seeking reservation for an Event (including Grounds Use Reservation application), any Permissive Use Agreement created for use of the space, and all applicable University policies and procedures incorporated therein and applicable thereto.
- **Event:** Any Event or activity requiring reservation pursuant to Sections C. and D. of the Policy for Use of Outdoor Areas of Campus.
- **Premises:** The specific location on UAH property at which Your Event is authorized by UAH to take place.
- **You or Your:** The group, organization, entity, or person requesting permission to hold an Event. The signatory signing the reservation application or registration form represents and warrants that they have full authority to enter into all terms of the Agreement. If You are a group, organization, or other entity, the individual signatory further represents that no further approvals are necessary to authorize their signature. The individual signing will assume personal liability for the Agreement should the group, organization or entity contest such authority or should the group, organization or entity fail to comply with all of the terms and conditions.
- **UAH or University:** The Board of Trustees of the University of Alabama, by and on behalf of The University of Alabama in Huntsville, a public corporation and constitutional instrumentality of the State of Alabama.
- **GUR application:** Collectively, the Grounds Use Reservation application and all other forms required as part of the Grounds Use Reservation application.

Agreement

You agree to comply with the following general terms and conditions, in addition to all other terms of the Agreement, as a requirement for holding your Event on the Premises of UAH:

1. **Use of Premises.** UAH may grant and give its consent and permission for You to use and occupy the Premises, for the described Event, at the date and time specifically described in Your approved GUR application. UAH's consent and permission is given subject to and dependent upon You complying with the Agreement. You are limited to the number of persons allowed by UAH for the Event. You will take good care of the Premises, and return the Premises in as good a condition as when received. Your Event is restricted to the approved Premises. Any unauthorized use of other areas will constitute trespass and may be subject to prosecution; at a minimum, You will incur additional charges for cleanup and damages for any such unauthorized use.
2. **Charges.** The use of certain Premises may require You to pay a reasonable charge to occupy the space. Any such charge would be noted on UAH's Student Affairs webpage and/or in the reservation application for the applicable space. All such charges must be paid in full prior to the Event

registration. In addition, You are also responsible for all reasonable costs of supplies and materials for your Event, required personnel, extra charges related to setup or cleanup as described below, costs of insurance, costs of food, beverages, and catering, and any and all reasonable costs of damage to UAH property.

3. **Supplies and Materials.** All supplies and materials required to conduct the Event must be furnished by You at Your cost, except as specifically agreed otherwise in writing by UAH. UAH may impose additional charges for video or PA setup, or other technical services. Requests for those services must be made in advance.
4. **Personnel & Security.** You must furnish all personnel necessary to conduct and supervise the Event. UAH may, in its sole discretion, elect to supplement Your personnel with University of Alabama in Huntsville Police Department ("UAHPD") personnel in the interest of protecting the health and safety of the campus community and/or UAH property. UAHPD will determine the need for additional security and emergency medical care services depending on the size and type and event. Additionally, UAHPD may charge You an hourly rate, with a minimum of four hours, for the use of UAHPD officers for an Event expected to have 100 or more people in attendance or an Event that requires traffic control and street shutdowns, such as a 5k race or walk-a-thon; however, there will be no charge for security provided by UAHPD for free speech activity. You must ensure that only those individuals who are Your guests are allowed to enter the Premises. All children shall be accompanied by a parent or an adequate number of supervising and responsible adults, and, if applicable, You agree to comply with UAH's policies related to child and youth protection, including the Child Protection Policy. You are responsible for all acts and omissions of personnel obtained by You.
5. **Set Up, Clean-Up, and Care of Outdoor Space.** Unless otherwise agreed in writing by UAH, You are responsible for all set-up, take-down, and clean-up services in connection with the Event, including all decorations, food, beverages, merchandise, and collection of trash and wares. You agree to pay for all repairs (including any repairs to underground utilities or irrigation systems) and cleaning that result from the neglect, use or abuse of the Premises by You or any of Your employees, invitees, guests, or others. You are not allowed to toss or distribute seeds, rice, or confetti at an Event. You may not alter trees, use trees as sign posts, paint roadways, or remove existing University signs.
6. **Insurance.** Unless granted a specific exception by UAH as noted below, You must provide to UAH a certificate of liability insurance from a carrier acceptable to UAH with an A.M. Best rating of A - VII or higher, as evidence of general liability insurance coverage for the use of the Premises and the Event. This insurance shall be primary coverage, and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. The general liability insurance policy must name The Board of Trustees of the University of Alabama, its agents, officers, and employees, as additional insureds. General liability insurance shall be in the following minimum amounts: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. All events where minors will participate must obtain sexual assault/molestation insurance in compliance with the Child Protection Policy. Depending on factors such as the location of the Event, size of the Event, duration and timing of the Event, presence of alcohol at the Event, format of the Event, and the presence of other reasonable and objectively acknowledgeable risks involved with Your proposed Event, UAH may require an additional amount of or type of coverage, or may accept a reduced amount of coverage or no insurance. Any limitation or exemption of coverage, however, must be obtained in writing from UAH's Office of Risk Management.
7. **Catering.** The use of UAH Dining Services for catering of outdoor Events is not required; however, it is encouraged. You (and any approved outside caterer) shall comply with the all licensure and insurance requirements. Food, beverages, and catering shall not be allowed unless approved by UAH in a separate writing made a part hereof. To the extent allowed, You shall be responsible for paying all costs of food, beverages, and catering, which includes, but is not limited to, costs associated with preparation and clean-up. All preparation and service of food and drinks that are not prepackaged must be by a caterer who is licensed and has adequate food liability insurance. UAH reserves the right to request to review a copy of a caterer's liability insurance. You shall be responsible for making all

necessary arrangements with the caterer, and paying all expenses and charges of the caterer. Neither You nor any caterer has a right to operate concessions for food, beverages, or officially licensed University merchandise; all such rights are reserved to UAH, unless prior approval is received in accordance with UAH policy. In addition to the other indemnification obligations set forth in this Agreement, You will indemnify UAH for any claims, losses, or demands made by a caterer against UAH arising from or relating to the Event.

8. **Alcohol and Tobacco.** Alcohol beverage consumption must comply with all University policies and rules regarding alcohol consumption, including, but not limited to, the Alcoholic Beverage Usage at University Events Policy. UAH is a smoke, tobacco, and vape free campus and subject to the Smoke-and Tobacco-Free Policy.
9. **Parking Regulations.** You and your employees, invitees, and guests must become familiar with, and comply with, all UAH parking regulations and rules. No dedicated or reserved parking spaces are available to You for the Event, unless UAH specifically agrees to the same in writing.
10. **AS-IS/Condition of Premises.** UAH makes no warranties or representations regarding the Premises, nor any representations or warranties that the Premises are well suited or fit for a particular purpose or Event. The Premises are provided in an AS IS condition. You must examine the Premises prior to the Event and You assume all risks of Your use of the Premises.
11. **Laws, Rules, Regulations, Policies, and Procedures.** You must comply with all laws, orders, ordinances, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UAH and its officials, and applicable laws regarding equal access and nondiscrimination, such as the Americans with Disabilities Act.
12. **No Assignment and Subletting.** You may not assign or sublet the Premises, or any part thereof, without the express written consent of UAH. The permission granted under the Agreement is personal to You.
13. **Indemnification.** You hereby agree to indemnify, hold harmless and defend UAH, its affiliated entities, UAH vendors and contractors rendering services to You in conjunction with the Event or your use of the Premises, and each of their respective trustees, directors, officers, employees, and agents, from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of You, any of Your contractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, Your use of the Premises and conduct of the Event. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions.
14. **Additional Liability.** You agree to return the Premises to pre-Event conditions. In the event you fail to return the Premises to pre-Event conditions, you agree to be liable for the reasonable costs of clean-up, damages, repairs, and/or replacement of any damage to the Premises or UAH property arising out of Your or Your contractors', invitees', guests', employees', agents' or others' use of the Premises or conduct of the Event. This shall apply to any negligent (including strict liability), wanton or intentional act or omission of You or any of Your contractors, invitees, guests, employees, agents, or others. UAH may calculate the reasonable cost of repairing said damage, including labor charges that may include overtime. You also agree to reimburse UAH for any loss of revenues and/or expenses incurred when damage to the Premises results in the cancellation, reduced attendance, or relocation of future, income generating activities.

For University organizations, departments, and registered student organizations, or for Events sponsored by same, the damages assessed by UAH will be deducted from the University Account number that the University organization or department provides on its GUR application.

Individual faculty and staff members holding or sponsoring Events agree to be personally responsible for damages arising therefrom. In the event of damages, UAH will provide the faculty or staff member with an invoice itemizing the amounts owed. If the faculty or staff member fails to pay the invoiced amount within seven (7) days of it being issued, the invoiced amount will be satisfied by payroll deduction (including a lump sum deduction) and by any other method allowed by law.

Individual students holding Events agree to be personally responsible for damages arising therefrom. In the event of damages, UAH will provide the student with an invoice itemizing the amounts owed. If the student fails to pay the invoiced amount within seven (7) calendar days of it being issued, the invoiced amount will be charged to the student's account (and, thereby, subject to the terms and conditions regarding unpaid student accounts). UAH may also pursue collection of these amounts from a student by any other method allowed by law.

15. **Governing Law.** Your use of the Premises, this Agreement, and any disputes, shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against UAH shall be submitted to the Alabama State Board of Adjustment. UAH 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 Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division.
16. **Termination by UAH.** UAH shall have the right to withdraw and terminate the permission hereby given at any time without prior notice if You breach or fail to comply with or abide by any of the terms and conditions in the Agreement. Upon any such termination, You agree to promptly vacate the Premises and cease conduct of the Event. You further acknowledge that the primary function for which the Premises exist is the conduct of events and functions of UAH. Therefore, UAH reserves the right, at any time prior to the Event, to cancel this Agreement and refund all unused charges paid by You if the Event will interfere with official UAH activities or in the event of extenuating circumstances that would render holding of the Event impracticable. You further agree that in the event of any termination by UAH, UAH shall have no liability for any direct or consequential damages or loss that You may suffer or incur as a consequence of such termination.
17. **Termination by You.** You may cancel the Event, with a full refund of any unused UAH charges, only by sending written notice received by UAH at least thirty (30) days prior to the scheduled Event.
18. **Use for Official UAH Function.** In the event that a UAH department or division is the user pursuant to this Agreement, then the provisions as to Indemnity (§ 13) shall not apply. The provision as to Insurance (§ 6) may not apply depending upon whether the Event is covered under relevant UAH insurance. If required, payment shall be made by an interdepartmental budget transfer.
19. **Copyright Fees, Royalties, and Licenses.** You are responsible for securing the consent in writing of the owner of any copyrighted material used by You, and hereby agree to indemnify UAH for any fees, royalties or licenses in connection therewith.
20. **Force Majeure.** If the Premises are rendered unusable for the Event by reason of Force Majeure, UAH and You are released from their obligations hereunder. UAH will not be responsible for any damages to You, but You will be entitled to a refund of charges paid and not used. Force majeure shall include fire, earthquake, hurricane, flood, severe weather, acts of God, outbreak of communicable disease, or war.
21. **No Disruption of UAH Functions.** The Premises may not be used in any way, and the Event may not be conducted in any manner, that materially disrupts UAH's teaching, research, administrative, service, or other activities or otherwise negatively impacts UAH's established significant interests. Reasonable modifications or restrictions may be imposed for health and safety concerns, or other conflicts with UAH's educational mission, goals, interests, policies, and procedures.
22. **No Animals.** With the exception of service animals that are trained to do work or perform tasks for a person with a disability, the use of animals in conjunction with an Event is prohibited without prior

written approval from the Division of Student Affairs. The Division of Student Affairs shall consult with the Office of Risk Management prior to granting permission.

23. **Code of Student Conduct.** Students, student groups, and students sponsored by student groups requesting to hold an Event acknowledge that they are subject at all times to the Code of Student Conduct before, during, and after the Event.
24. **Firearms, fireworks, and bonfires.** Firearms, fireworks, and bonfires are not permitted on UAH's campus unless approved in writing by the Division of Student Affairs.
25. **Digging on campus.** All activities requiring any type of digging or driving posts, tent stakes, or signs into the ground require a UAH Dig Permit, which must be obtained and approved in writing through Facilities and Operations.
26. **Rentals.** Use of items rented for an event, such as port-a-potties, temporary dumpsters, or inflatables must be approved in writing by the Division of Student Affairs. These items must be removed the first business day after the Event.

[Use of Outdoor Areas of Campus](#) 

[UAH Map for Grounds Use Policy](#)



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EXHIBIT 8



Grounds Use Reservation Application

Name of the Event [Redacted] Date(s) of Event [Redacted]

Organization [Redacted]

Contact Name [Redacted] Email Address [Redacted]

Cell Phone [Redacted] Work Phone [Redacted] Fax [Redacted]

Address [Redacted]

UAH Sponsor (if applicable) [Redacted] Email Address [Redacted]

Cell Phone [Redacted] Work Phone [Redacted] Fax [Redacted]

Address [Redacted]

Group Affiliation Expected # Guests [Redacted]

Will minors be present at the event?

If yes go to: <https://www.uah.edu/compliance/child-protection-policy>

Purpose and Detailed Description of Event [Redacted]

Time Event Starts [Redacted] Set Up Time [Redacted]

Event End Time [Redacted] Clean Up Time [Redacted]

Preferred Location for Event [Redacted]

Alternate Location if preferred location is unavailable [Redacted]

In the event of inclement weather, the event plan is to [Redacted]

Desired Rain Location [Redacted]

Does the event require water connections?

Will digging for signs or tent stakes be necessary?

Describe the type of signs or stakes and where they are going to be located? [Redacted]

Is this a controlled access event?

If yes, what is the reason for controlled access and how will entry to event be monitored?

[Redacted text area]

Will Food be served during the event?

Food will be provided by [Redacted text area]

List the food items scheduled to be served

[Redacted text area]

What is the plan for trash removal?

[Redacted text area]

Will port-a-potties/dumpsters be brought on campus for the event?

Additional Information

[Redacted text area]

I understand this is only a request for an outdoor event to be held on the UAH Campus. I understand the application must be processed and reviewed before approval is granted. If granted the Event will be subject to the General Terms and Conditions for use of Outdoor Space.

I have answered all of the questions truthfully and have not falsified any information. It is my responsibility to notify the University of any changes that may occur during the planning of this event after the event permit is granted or if the event is canceled. UAH reserves the right to cancel any event that does not comply with University rules and regulations or extreme situations beyond the control of the university.

Applicant's Signature [Redacted text area]

Date of Request [Redacted text area]

Please return completed form to Juanita Owen.
email: OutdoorRequest@uah.edu;
fax to 256.824.6739.
Questions? Please call 256.824.6108 or 256.824.7776

Important Information to consider prior to submitting the GUR Application

GUR Application: The GUR is a request to hold an event. Submitting the request does not approve the event. To facilitate the review by various UAH departments that have responsibility for different aspects of an Event (e.g., tents, food service, security, risk management, electrical service, etc.), applicants for use of the space are strongly encouraged to submit a GUR application at least ten (10) days prior to the Event. At a minimum, a GUR application must be submitted no less than three (3) business days prior to the planned Event. The GUR application will be approved or denied within two (2) business days of receipt.

Campus Policy All organizations are obligated to observe and abide by university regulations and policies. You must comply with all laws, orders, ordinances, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UAH and its officials, and applicable laws regarding equal access and nondiscrimination, such as the Americans with Disabilities Act.

Alcohol and Tobacco Use: Alcoholic beverage consumption and/or open alcoholic beverage containers are prohibited in all public areas on campus. UAH is a smoke, tobacco and vape free campus.

Firearms and Fireworks: Firearms and fireworks are not permitted on the UAH campus.

Catering. The use of UAH Dining Services for catering of outdoor Events is not required; however, it is encouraged. You (and any approved outside caterer) shall comply with the all licensure and insurance requirements. Food, beverages, and catering shall not be allowed unless approved by UAH in a separate writing made a part hereof. To the extent allowed, You shall be responsible for paying all costs of food, beverages, and catering, which includes, but is not limited to, costs associated with preparation and clean-up. All preparation and service of food and drinks that are not prepackaged must be by a caterer who is licensed and has adequate food liability insurance. UAH reserves the right to request to review a copy of a caterer's liability insurance. You shall be responsible for making all necessary arrangements with the caterer, and paying all expenses and charges of the caterer. Neither You nor any caterer has a right to operate concessions for food, beverages, or officially licensed University merchandise; all such rights are reserved to UAH, unless prior approval is received in accordance with UAH policy. In addition to the other indemnification obligations set forth in this Agreement, You will indemnify UAH for any claims, losses, or demands made by a caterer against UAH arising from or relating to the Event.

Altering Campus

All activities requiring any type of digging (driving posts, tent stakes or signs into the ground) through the Office of Facilities and Operations (256.824.6480). You MUST obtain a UAH Dig Permit. Groups will be held financially responsible for underground utility damages. On the attached map, please mark the projected sites where signage, tents, etc. are to be placed.

UAH Police: UAH Police will determine the need of additional security and emergency medical care services, parking issues and traffic logistics based on the type and size of the event, (256-824-6596). UAH Police may require additional officers to be present during the event. All 5K races or walkathons require police officers and requires a route map. The number of police officers required for an event is determined by UAH Police protocol. The fee for the officers is based on a set hourly rate of **\$35 per officer, with a four-hour minimum per officer**. Payment for Police Officers is made at the University Police Department.

Child Protection Policy

The UAH Child Protection Policy was created to protect minors participating in events on the UAH campus. Any event which includes children under the age of 18, participating or attending, must follow the procedure set forth in the Child Protection Policy. Forms are available on the UAH website <http://www.uah.edu/rmi/policies-and-procedure>. The deadline to submit completed forms is 30 days prior to the date of the event. Forms must be delivered to the Office of Diversity, Equity and Inclusion office located in room 320 E Student Service Building, Huntsville, AL 35899. Completed forms may be emailed to cpp@uah.edu. If your event is approved and the organization fails to comply with the Child Protection Requirements, your event will be canceled.

Insurance. Unless granted a specific exception by UAH as noted below, You must provide to UAH a certificate of liability insurance from a carrier acceptable to UAH with an A.M. Best rating of A - VII or higher, as evidence of general liability insurance coverage for the use of the Premises and the Event. This insurance shall be primary coverage, and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. The general liability insurance policy must name The Board of Trustees of the University of Alabama, its agents, officers, and employees, as additional insureds. General liability insurance shall be in the following minimum amounts: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. All events where minors will participate must obtain sexual assault/molestation insurance in compliance with the Child Protection Policy. Depending on factors such as the location of the Event, size of the Event, duration and timing of the Event, presence of alcohol at the Event, format of the Event, and the presence of other reasonable and objectively acknowledgeable risks involved with Your proposed Event, UAH may require an additional amount of or type of coverage, or may accept a reduced amount of coverage or no insurance. Any limitation or exemption of coverage, however, must be obtained in writing from UAH's Office of Risk Management.

Termination by UAH. UAH shall have the right to withdraw and terminate the permission hereby given at any time without prior notice if You breach or fail to comply with or abide by any of the terms and conditions in the Agreement. Upon any such termination, You agree to promptly vacate the Premises and cease conduct of the Event. You further acknowledge that the primary function for which the Premises exist is the conduct of events and functions of UAH. Therefore, UAH reserves the right, at any time prior to the Event, to cancel this Agreement and refund all unused charges paid by You if the Event will interfere with official UAH activities. You further agree that in the event of any termination by UAH, UAH shall have no liability for any direct or consequential damages or loss that You may suffer or incur as a consequence of such termination.



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EXHIBIT 9





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EXHIBIT 10

Action Plans

Action Plans

The University of Alabama in Huntsville acknowledges that the student conduct process is one of education. Once a student is involved in the student conduct process and if he/she is found responsible for a violation of the Code of Student Conduct and issued educational action plans for transformative learning, the goal is for the student to complete his/her action plan as timely as possible and move forward with his/her academic and personal pursuits.

Any of these corrective initiatives may be assigned as a result of a student or student organization being found responsible for violating the Code of Student Conduct. Action Plans may be imposed independently or in combination with others. Action Plans can be assigned to an individual student, groups of students, or student organizations and annotated accordingly in the appropriate department and records.

The following are plans adopted by the University broken into two categories – Status and Action:

Status

Warning: A finding that the behavior violated a community standard and a written or verbal warning was issued to the student or student organization that any repetition of the behavior will result in more severe disciplinary action.

Probation: A trial period during which a student or student organization must behave in a manner acceptable to the University. Under the status of disciplinary probation, a student is encouraged to seek advice and guidance from appropriate University officials. Conditions of probation may be set forth which restrict the student's participation in co-curricular activities such as holding a student leadership position, competing in a sporting event(s), being employed on campus, or other specified activities. Disciplinary probation status may also affect qualifications of some awards, prizes, or financial aid, particularly those stipulating conduct acceptable to the University. Established proof of a violation of the terms of probation, or of a further incident of misconduct while on probation, may result in separation from the University for no less than one academic semester.

Suspension: An action which excludes the student or student organization from registration, class attendance, residence in University-owned or -managed housing, hosting social functions, participating in University functions, and use of University facilities for a specified period of time. The privilege of the use of University facilities/property is withdrawn by this action unless specific permission otherwise is obtained from the Conduct Administrator. Suspension for an unlawful act may include the issuance of a criminal trespass warning by the University Police.

- When the suspension action is decided upon after the eighth week of the semester and the presence of the student on campus is deemed not to be a threat, the suspension may be deferred until the end of the semester at the discretion of the Student Conduct Board or Conduct Administrator. Should the student be readmitted, established proof of a further incident of misconduct will result in additional suspension periods, dismissal, or expulsion. Additionally, the failure to observe the terms and conditions of a suspension may cause the extension of the suspension period or in further disciplinary action.
- Furthermore, a notation will be placed on a student's transcript indicating disciplinary suspension for the entire duration of the student's suspension. Lastly, upon completion of the period of suspension and fulfillment of all conduct sanctions, the student must comply with all academic admission standards then in effect in order to re-register.

Deferred Suspension: This sanction is a suspension that is delayed pending specified behavioral performance. A definite period of observation and review occurs during deferred suspension. If a student is again found responsible of violating the Code of Student Conduct, the suspension will take place immediately without appeal.

Expulsion: The permanent loss of the privilege of registration, class attendance, and residence in University owned or managed housing. The privilege of the use of University facilities or property is also withdrawn by this action. A student who has been expelled is not eligible for readmission. Furthermore, a notation will be placed on a student's transcript indicating disciplinary expulsion. Students expelled for unlawful conduct will also be issued a criminal trespass warning by the University Police.

Action

Educational Sanction: An order requiring the student or student organization to perform mandated service or to participate in an education program or activity, including, but not limited to, an educational seminar, paper, a treatment program for alcohol or drug abuse, psychological or psychiatric counseling, or other program/task designed to assist the student in learning more about how their behavior impacted themselves and/or the community.

Follow-Up Meetings: To be held with the Conduct Administrator. The purpose is to track an individual's or organization's progress following an event that has disrupted the education experience of the student or student organizational members.

Restitution: Requires a student or student organization to pay for damages to property, or the property of members or of visitors to the University, or for misappropriation of University funds, or for other expenses incurred as a result of violations of the Code of Student Conduct. Such reimbursement will be charged to any student who alone, or through group activities, organizes or knowingly participates in the events causing the damages or costs. Restitution may be imposed separately or in addition to any other sanction(s).

Administrative Fee: A fee requires a student or student organization to pay a sum of money. Fees assist with costs associated with educational workshops and programs. The Conduct Administrator shall determine the amount of the fees. Fees will be in association with the administration of a sanction(s).

Loss of Privilege: The withdrawal of a privilege, use of a service, participation in a program, event, or activity for a specific period of time. The loss of privilege may prohibit a student or student organization from participating in co-curricular or athletic activities, continuing a degree program, and/or prohibit a student from enrolling in a class or classes. This sanction may be imposed separately or in addition to any other sanction(s).

Termination of Recognition: An order terminating University recognition of a registered student organization for a specific or indefinite period of time.

No Contact Order: No contact orders are designed so that students or student organizations involved in a campus conduct process do not have any communication with each other to help minimize further altercations between those involved. Students who have no contact orders are not to contact each other using ANY means. This includes, but is not limited to comments, words or gestures in person, through postal mail, email, social networking sites, or by having others (friends, acquaintances, family members etc.) act on his/her behalf.

*Prior actions or behavior may be a factor in assigning action plans or status as well as the nature of the violation.