

AGREEMENT

Coastal Weather Research Center

University of South Alabama
307 University Boulevard
Mobile, Alabama 36888

This Agreement of even date below is made and entered into between the University of South Alabama, on behalf of its Coastal Weather Research Center (“CWRC”), and _____ (“Client”).

WITNESS

For consideration hereinafter specified, CWRC agrees to provide weather information services to Client on the terms and conditions listed below.

1. DURATION OF AGREEMENT

The term of this Agreement shall be for a period of _____ (___) months, beginning on _____, 20__, and ending at midnight on _____, 20__ ; provided that from _____, 20__, to midnight on _____, 20__, CWRC shall only be obligated to provide Client with services relating specifically to significant winter precipitation, as defined below in Paragraph 8.

2. RENEWAL AND TERMINATION OF AGREEMENT

This Agreement and all its terms and conditions shall automatically be renewed from year-to-year without further action by either party; provided, however, that either party shall have the right to terminate this Agreement by giving the other party hereto at least sixty (60) days’ written notice before the end of the term.

3. SERVICES TO BE PROVIDED

During the term of this Agreement, CWRC agrees that it will furnish to Client such weather reports, forecasts, and other weather data at such times and by such means as shall be contracted by the Client.

4. LIMITATION OF LIABILITY

Client fully understands and accepts the fact that meteorology is not an exact science and that the CWRC, and its agents and employees, makes no express or implied warranties, guarantees, or affirmations that weather will occur as the weather reports of the CWRC may suggest and that it shall have no responsibility or liability whatsoever to Client or any other person or entity for any damages caused or claimed as a result of an inconsistency between the weather reports and weather which actually ensues. Client agrees further that the CWRC shall not be held responsible for any failure or malfunctions in power or communications nor its inability to perform occasioned by such or by labor strife, war, riot, epidemic, pandemic, natural disaster, or other events beyond the control of the CWRC. Notwithstanding the foregoing, the CWRC does hereby expressly permit the Client to disseminate weather reports, forecasts, and other weather data provided to Client to its members.

5. EXCLUSIVE AGREEMENT

The parties hereto agree that the services contracted for hereunder are for the exclusive use of the Client and that services will not be resold, assigned, or transferred by Client without the express written permission of the CWRC.

6. INDEMNITY

Client agrees that it will indemnify and hold harmless the CWRC from all manner of suit, action, damages, charges, or expenses, including attorney’s fees, that the CWRC may sustain by reason of Client’s breach of this Agreement or any terms hereof. Client further agrees that it will indemnify and hold harmless the CWRC from all manner of suit action, damages, charges, or expenses, including attorney’s fees, that the CWRC may sustain as a result, directly or indirectly, of Client disseminating CWRC weather reports, forecasts, and other weather data to Client’s members.

7. JURISDICTION

This Agreement shall be construed according to the laws of the State of Alabama, and the invalidity of any paragraph or portion of this Agreement shall not affect the validity of any other paragraph or provisions hereof. This Agreement is completed and embraces the entire understanding between the parties, all prior understandings, either written or oral, having been merged herein.

8. SERVICE

- Winter Precipitation/Storm Service. Information regarding any significant winter precipitation, snow/sleet and/or ice (freezing rain), will be available to the Client via e-mail. Significant winter precipitation is defined as: (1) one inch or more of snow accumulation (including sleet) anywhere in the Client's state below 3,500 feet in elevation; (2) two inches or more of snowfall accumulation (including sleet) anywhere in the Client's state at or above 3,500 feet in elevation; or (3) one-tenth of an inch or more accumulation of freezing rain. Winter precipitation/storm information will also be available to the Client during normal working hours through telephone consultation from 8:00 a.m. to 4:30 p.m. CST/CDT, Monday through Friday. The CWRC will work with the Client for consultations outside of normal working hours so long as the CWRC, in its sole discretion, judges the winter precipitation/storm event to be a threat to Client.

NOTE: The CWRC will observe certain federal, state, and other holidays, including, but not limited to New Year’s Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, which may limit the issuance of certain products. Notwithstanding the foregoing, the Client can anticipate the issuance of necessary products, in the reasonable discretion of the CWRC, in the event of any inclement/hazardous weather conditions, including, but not limited to, the following: Severe Weather, Winter Weather, and Hurricanes/Tropical Cyclones.

9. TERMS OF PAYMENT

- Winter Precipitation/Storm Service. Client agrees to pay the CWRC a fee of \$_____ per year, payable in one lump sum on or before November 1 of each contract year.

10. PRICE MODIFICATIONS

At the end of each agreement year, the CWRC will reevaluate the pricing set forth herein and may make adjustments when necessary. In the event CWRC makes such an adjustment, CWRC shall provide written notice to the Client of the same. Client shall have thirty (30) days after its receipt of written notice of any price adjustment to terminate this Agreement.

Payment will be considered past due at the end of the month of service. If this Agreement is cancelled before maturity, fees for the actual months of service will be recomputed. Charges will be retroactive and based on the applicable rate card.

[signature page to follow]

ACCEPTED

CLIENT

By: _____
Its: _____
Date: _____

UNIVERSITY OF SOUTH ALABAMA

By: _____
Corey Bunn
Manager, CWRC
Date

By: _____
Trae Catrett
Contract Officer
Date