

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
UNIVERSITY OF NORTH ALABAMA
AND
ANDERSON BIKE PROGRAM PARTICIPANT**

This Agreement is entered into this _____ day of _____, 20____, between University of North Alabama (“UNA”) and the participant in the Anderson Bike Program which will commence on January 12, 2022.

I. RESPONSIBILITIES & OBLIGATIONS OF THE PARTIES

- a. The participant’s requirements are as follows:
 - i. Submit all health assessments and questionnaires conducted by University Health & Well-Being and the UNA Kinesiology department.
 - ii. Correspond to all emails and surveys regarding the Anderson Bike Program within a timely manner.
 - iii. Provide safe storage for the bike and agree to instructions regarding E-bike battery charging for the duration of the program.

- b. UNA will provide the E-bike, a helmet, a charger, bike lock and perform monthly E-bike condition check-ups. UNA reserves the right to preform random checks of the bikes condition, charger, or other assigned equipment. If UNA deems that there has been damage due to blatant neglect of the E-bike, they reserve the right to seek compensation up to \$1295 for the E-bike and \$68 for the helmet.

Failure to comply with obligations listed above will result in the repossession of E-bike, helmet, charger and lock. Failure to return equipment will result in a hold being placed on your student account until the equipment is returned or paid for. If participant should, at any time, wish to end participation in the Anderson Bike Program they may do so by following the Termination guidelines listed below.

II. RELATIONSHIP OF THE PARTIES

- a. It is agreed that the participant is responsible for their own actions and has no relationship to UNA as partners, joint ventures, employees or agents.

- b. The participant represents and warrants to UNA that in performing the Services, the participant will not be in breach of any agreement with a third party.

III. ASSIGNMENT

The participant may not assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent to UNA.

IV. TERMINATION

- a. Either party may at any time and for any reason, or for no reason, terminate this Agreement by giving notice to the Other Party thirty (30) days or more before the effective date of the termination. If this Agreement is terminated, the parties shall have no further obligations other than payment for services already rendered.

- b. Participation in the Anderson Bike Program termination TBD. All E-bikes, helmets, locks, and chargers must be returned to UNAREc in good working condition on or before this date to ensure holds are not placed on the participants account.

V. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party’s (the “Impacted Party”) failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (f) national or regional emergency (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party.

VI. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and no other oral or written agreement shall be binding or obligating upon the parties. This Agreement supersedes all prior agreements, contracts and understandings whether written or otherwise between the parties relating to the subject matter of this Agreement. All changes to this Agreement must be in writing, signed by both parties.

VII. GOVERNING LAW/JURISDICTION

This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of Alabama.

VIII. MISCELLANEOUS

The University of North Alabama is an entity of the State of Alabama. Accordingly, University does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Alabama, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. University, as an entity of the State of Alabama, does not have the authority to enter into agreements which are contrary to any Federal laws, the Alabama Constitution, or Alabama Statutes, all as interpreted by the courts and the Alabama Attorney General. Any and all claims against the University are subject to a ruling from the Alabama Board of Adjustment. Nothing contained within this Agreement shall be interpreted in such a way that University acted contrary to or outside of its authority to act as an entity of the State of Alabama.

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective party.

_____ **Anderson Bike Program Participant**

_____ **Phone Number**

_____ **Date**