

USS ALABAMA BATTLESHIP COMMISSION

USS ALABAMA BATTLESHIP MEMORIAL PARK

FIELD AND FACILITIES USE/EVENT POLICY

EFFECTIVE FEBRUARY 18, 2022



Section 1 – Introduction

The USS ALABAMA Battleship Memorial Park (BMP) is a military history park, museum and memorial dedicated to men and women from Alabama who have worn the uniform of the United States Armed Forces. BMP is home to the museum ships USS ALABAMA and USS DRUM, both designated as National Historic Landmarks. These policies govern the casual, temporary presence of members of the public in, upon or about the Field Areas and Facilities of BMP, intended to regulate the time, place, and manner of non-BMP Events for the purpose of ensuring security of property and persons, and to minimize disruption of Park operations occurring in, upon and around BMP.

The USS ALABAMA Battleship Commission (Commission) is the custodian of BMP and the historical artifacts located within. The Commission is charged with management of BMP. Under this authority, the Commission sets forth these guidelines to govern the temporary permitted use of the public areas of BMP for non-BMP usages. The Commission retains the right to suspend all public use of BMP grounds and facilities, and/or to modify any of the following guidelines on a case-by-case basis as deemed necessary by the Commission, acting through its Executive Director.

BMP grounds may be used for non-BMP usages if such use is not destructive to the grounds, improvements, or displays of the Park, does not interfere with the ongoing business conducted at the Park, is civic, cultural, social, or educational in nature, and is consistent with the dignity, historical significance, and memorial character of BMP. This temporary use of the public areas of BMP is conditioned upon acceptance and compliance with these guidelines, permitting and any instructions given by the Commission through its Executive Director. Any person who refuses to adhere to these conditions is subject to immediate removal from BMP, criminal penalties as may be provided by law, and/or denial of future applications to use Field Areas or Facilities of BMP.

Section 2 – Definitions

1. BMP – The premises of the USS ALABAMA Battleship Memorial Park. Unless otherwise specified, “BMP” will be taken to include all public areas of BMP.
2. Event – Any performance, gathering, ceremony, meeting, presentation, rally, reception, or speech held in the public areas of BMP.
3. Facility – Designated areas of the USS ALABAMA, USS DRUM, and/or the Aircraft Pavilion.
4. Facility Use Permit Agreement – Permit Agreement for usage of a designated Facility of BMP located within or on the USS ALABAMA, the USS DRUM, or the Aircraft Pavilion.

5. Field Area – Field areas A, B, and/or C as generally defined in Exhibit A appended hereto.
6. Field Use Permit Agreement – A Permit Agreement for usage of a Field Area of BMP.
7. Non-BMP Usage – Any usage of the Field Areas or Facilities outside of the normal operations of BMP.
8. Permittee – An individual who obtains a Field or Facilities Use Permit. If an individual obtains a Usage Permit on behalf of an organization or group, that organization or group shall be subject to all the responsibilities of the individual Permittee.

Section 3 – Use of Field and Facilities

3.1 General Conditions

1. Any person, group, or organization desiring to use any Field Area or Facility of BMP for a non-BMP function must obtain a Field Use Permit or a Facilities Use Permit. A Usage Permit application form can be found on BMP's website – www.ussalabama.com. It is the policy of the USS ALABAMA Battleship Commission that no more than 5,000 attendees will be allowed at any event permitted at BMP.
2. Permit applications must be submitted at least 60 business days in advance of any proposed Event, but not more than 365 days in advance unless exception is made by the Executive Director. Use Permits, once issued, are non-transferrable.
3. An Alabama state agency or official desiring to use any public area of BMP for an official governmental function may be afforded, at the discretion of the Commission, priority over other non-BMP Events. Such agency or official must notify the Executive Director's office in sufficient time to ensure availability of the usage area and to prioritize the Event accordingly.
4. Any Permit application containing false, misleading, or inaccurate information may result in the denial of the Use Permit requested, revocation of a Use Permit issued, or immediate termination of an Event, to include immediate expulsion of all Event attendees from BMP during an Event.
5. Priority is given on a first-come, first served basis, taking into consideration ongoing BMP operations, scheduled non-BMP activities, and the current or anticipated demands and/or available resources of BMP. The Executive Director shall determine priority of all usages.
6. In case of natural disaster, unforeseen emergencies, or threats which, as determined by the Executive Director may endanger public safety or health, or

endanger BMP property or operations, the Commission reserves the right to cancel (prior to or during) any permitted Event.

7. A Use Application may be denied or limited if an individual or group has previously caused damage to property of BMP, or to property of BMP patrons.
8. Permittees shall indemnify and hold harmless the Commission, its Commissioners, agents and/or employees, from and against all losses, expenses, suits, damages, claims, or other liabilities due to personal injury or death, damage to or loss of property of BMP or of others, or for any other injury or damage arising out of, or resulting from, any activity occurring upon the premises of BMP under any Usage Permit.
9. Permittees are solely responsible for returning all Field Areas or Facilities used in conducting an Event to original condition. Permittees and organizations shall be liable for any vandalism, damage, breakage, loss, defacement, or other destruction to the grounds or property of BMP resulting from any activity occurring under any Usage Permit. Such activity shall be grounds for immediate termination of an Event and removal of Event attendees. Costs shall be assessed to Permittees and related organizations for damages incurred, including cleanup, restoration, or replacement cost. The cost to repair will include the cost of services of specialists with relevant historical skills as may be required to repair historical artifacts. Costs assessed hereunder, the reasonableness of and necessity for, shall be solely determined by the Commission, in its discretion.
10. Posting, hanging, or affixing signs, banners, flags, announcements, documents, or decorations is subject to pre-approval of the Commission. All items, materials, and equipment brought onto the premises of BMP, or trash generated as a result of any permitted usage shall be removed upon conclusion of such usage. All usage areas must be returned to pre-Event condition following an Event.
11. Private security personnel and/or off-duty law enforcement officers may be required by Commission for any permitted usage, at the sole cost of the Permittee. If required, Permittee shall provide the name, address, and contact data of the person(s) or entity providing security for approval by Commission no less than 72 hours prior to Event. In the event the Commission should determine, in its sole discretion prior to or during an Event, that security provided by a Permittee is inadequate for an Event, the Commission may cancel the Event, terminate the Event, or may add additional security at its option. The cost of any additional security provided by Commission shall be borne solely by Permittee.
12. The following are prohibited on the grounds of BMP without prior approval by Commission:
 - a. The use of drones.

- b. The use or discharge of any type of weapon.
 - c. Skateboards, hoverboards, rollerblades, and other similar devices.
 - d. Any activity of display determined by the Commission, in its sole discretion, to be vulgar, licentious, lewd, or obscene.
 - e. The sale of food, drinks, goods, wares, or any other objects or services.
 - f. Charging admission to any Event.
 - g. Fireworks or other pyrotechnics.
 - h. The serving, selling, or distribution of alcohol.
 - i. The placement on premises of BMP of any item or material with the potential to damage BMP, which detracts from the aesthetics of BMP, or which the Commission should determine to be inconsistent or inappropriate, considering the historical and memorial character of BMP.
 - j. The tossing or distribution of seeds, rice, confetti, or any similar materials upon the premises of BMP.
 - k. The release of balloons or paper lanterns from the premises of BMP.
13. Every effort must be made by Permittees to avoid placing cords and wires in walking areas. In the event this is not possible, all exposed cords or wires shall be securely covered in the walking areas by the Permittee. The use of duct tape is not allowed on any hard surface or structure within BMP, however, gaffer tape may be allowed, at the discretion of the Commission.
 14. Damaging, disturbing, or defacing any BMP property, including but not limited to, monuments, markers, statues, flags, or trees is punishable by law. Permittees shall be held liable for cleanup, restoration, or replacement cost.
 15. No Event or individual shall block, impede, or obstruct the flow of vehicular or pedestrian traffic within BMP or its parking areas, except as pre-approved and permitted by the Executive Director. Vehicles blocking, impeding, or obstructing traffic shall be removed from BMP at the owner's expense. No dedicated or reserved parking spaces will be made available for any Event, unless the Commission agrees to same in writing prior to Event.
 16. Grease, coals, shrimp and crawfish boil water, or other cooking debris must be transported and discarded off site by the Permittee.
 17. Climbing upon the statues, memorials, trees, or other features of BMP is not permitted.
 18. No public activity conducted within BMP may discriminate against any person or group based on race, national origin, religion, sex, age, or disability.
 19. The Commission strongly discourages the advertising of any permitted usage prior to issuance of a Permit. Early advertising, whether on social media or

any other source, may result in confusion if a Permit is not granted for the date and location requested.

20. Violations of these policies, a Usage Permit, or any related instructions may be grounds for future denial of Permits for individuals and organizations involved.
21. If alcoholic beverages are to be consumed during any permitted usage of BMP grounds, Permittee shall only allow alcoholic beverages to be served, given away, used, or consumed by Event attendees under the Permit in compliance with the laws of the City and County of Mobile, as well as the law of the State of Alabama. Permittee shall ensure responsible distribution of alcoholic beverages, and shall also be responsible for alcoholic beverages which may be brought upon the premises by Event attendees. Alcoholic beverages shall only be served and/or otherwise made available to Event attendees of legal drinking age. If alcohol is distributed and there are Event attendees present under legal drinking age, Permittee shall be required to hire off duty police officers for the permitted usage, and to provide the names, contact information, and departments of these officers to Commission at least 72 hours prior to the Event. The Commission assumes no responsibility for ensuring that any Permittee, caterer, or Event attendees follow applicable laws or regulations regarding alcohol.
22. All contracted caterers shall possess all the necessary licenses, permits, and insurance to conduct catering business, and if applicable, alcoholic beverage service, required by the City and County of Mobile, as well as the State of Alabama. Upon request, Permittee shall provide evidence of compliance with this provision prior to any Event conducted under any Usage Permit. Notwithstanding any other requirements, all contracted caterers shall provide the Commission a Certificate of Liability Insurance from a carrier acceptable to Commission with an A. M. Best rating of A or higher, as evidence of general liability insurance coverage and liquor liability coverage for all activities of the caterer and its personnel and/or persons serving alcohol during an Event. This insurance shall be primary coverage, and must name the "Commission, its Commissioners, agents, and employees" as additional insureds. These general liability and liquor liability coverages shall be in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
23. Permittees shall be responsible for the conduct and safety of all Event attendees, caterers, and/or vendors upon the premises of BMP under any Use Permit.
24. All children attending any Event must be accompanied by a parent or an adequate number of supervising and responsible adults, as may be determined by the Executive Director.
25. Unless granted a specific exception by Commission, a Permittee must provide the Commission a Certificate of Liability Insurance from a carrier acceptable

to the Commission with an A. M. Best rating of A or higher, as evidence of general liability insurance coverage for the use of the premises and the Event. The 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 policy must name the "Commission, its Commissioners, agents, and employees" as additional insureds. The insurance shall be in the following minimum amounts, unless otherwise determined by the Commission: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Depending on factors such as the location of the Event, the size of the Event, duration and timing of the Event, presence of alcohol at the Event, format of the Event, nature of the Event, and/or the presence of any other reasonable and objectively acknowledgeable risk involving the Permittee's proposed Event, the Commission may require an additional coverage(s).

26. The Commission makes no warranties or representations regarding the premises or Facilities of BMP, nor any representations or warranties that such Facilities or Usage Areas are suited or fit for a particular purpose or Event. Premises and Facilities of BMP are provided in an as-is condition. A Permittee is required to examine the Usage Areas prior to an Event. Permittee assumes all risk of Permittee's use of BMP premises or Facilities of BMP.
27. All Permittees must comply with all laws, orders, rules, fire codes, regulations of Federal, State, county, and municipal authorities, including, without limitation, rules and policies of the Commission, and applicable laws regarding equal access and non-discrimination, including, but not limited to, the Americans with Disabilities Act.
28. A Permittee's use of the premises or Facilities of BMP, a Permit Agreement for use of any premise or Facility of BMP, and any disputes between the Commission and any Permittee shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claim against the Commission, its Commissioners, agents, and/or employees shall be submitted to the Alabama State Board of Adjustment. The Commission does not waive and specifically reserves all immunities to which it is entitled under the laws of the State of Alabama and the United States. The exclusive jurisdiction venue for any claim not barred by immunity or required to be filed before the Alabama State Board of Adjustment shall be the Circuit Court of Mobile County, or the United States District Court for the Southern District of Alabama, Southern Division.
29. If the premises or Facilities subject to any Use Permit Agreement are rendered unusable before or during the Event by reason of force majeure, the Commission and Permittee shall be released from their obligations. The Commission will not be responsible for any damages to a Permittee in such event, but Permittee may be entitled to refund of charges paid and not used.

Force majeure shall include fire, earthquake, hurricane, flood, act of God, war, or civil disturbance.

30. An individual signing a Usage Permit Application represents and warrants that he/she has full authority to commit to all terms of the Permit Agreement. If the Permittee represents a group, organization, or other entity, the individual further represents that no further approvals are necessary to authorize their signature. The individual signing assumes personal responsibility for the Permit 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 of any Usage Permit Agreement.
31. These policies are intended to be construed in conjunction with any Usage Permit or instruction provided to any Permittee by Commission.
32. The Commission reserves the right at all times to decline an Event Application, cancel an Event or terminate an Event prior to or during such Event when the Commission, in its sole discretion, should determine the Event or Permittee fails to comply with any law, order, or regulations of Federal, State, county, or municipal authorities, or in the sole discretion of the Commission, should present a risk or danger to BMP, to property of BMP, to patrons of BMP, or to persons present upon the premises of BMP.

3.2 Use of Field Areas of BMP

In addition to the 3.1 General Guidelines above, the following rules apply to the temporary uses of BMP Field Areas. In the event of any conflict between the General Guidelines and the following guidelines, this section shall control.

1. Field areas A, B, and/or C of BMP are available for permitted usage as determined by the Commission based upon the character and nature of the proposed usage, the anticipated impact of the proposed usage upon the ongoing operation of BMP and staff, and the ability of the Commission to accommodate the proposed usage within these guidelines, as determined by the Executive Director on a case-by-case basis.
2. The Commission does not provide tents, chairs, tables, electrical cords, lecterns, sound systems, setup assistance, or cleanup service related to a Permittee's use of Field Areas of BMP.
3. A Permittee must leave the grounds of BMP in orderly condition. Any trash, equipment, or other items used by the Permittee's Event attendees must be removed by Permittee immediately following Event, and in no case later than 2:00 p.m. the day following an Event.
4. Bad weather "backup" space inside Facilities of BMP may be provided to Permittee in the sole discretion of the Executive Director of the Commission, based upon availability, park usage, or other relevant considerations. Outdoor

Events may be canceled or rescheduled for another date subject to availability at the sole discretion of the Commission in the event of inclement weather.

5. The use of any type of equipment or structure in connection with any permitted usage must be approved by Commission in advance. Ropes or wires used to secure Event equipment may not be attached to light or utility posts, flagpoles, statues, monuments, artifacts, handrails, trees, or any other fixture of BMP. Usage of any equipment is subject to approval of Commission at any time in the interest of safety.
6. Inflatables may be allowed in the Field Areas. The type, appearance, and placement of inflatable(s) must be approved by Commission in advance.
7. Electrical power may be provided to a Permittee. A Permittee may provide electrical generators at Permittee's own expense. The Permittee shall be responsible for any damage occurring because of the use of electrical generators.
8. Firing of non-projectile salutes by honor guards or military reenactors, or the discharge of any weapon upon the premises of BMP, must be approved in advance by the Commission.
9. Advance approval by the Commission is required for the use of any open flame upon the premises of BMP. Grills may not be brought upon the premises of BMP.
10. Sound or noise which is audible to a person of normal hearing ability more than 250 feet from the point of origin is prohibited within BMP unless pre-approved by Commission.
11. Balloons and paper lanterns may not be released from the grounds of BMP.
12. Camping or sleeping on the premises of BMP is not allowed unless pre-approved by the Commission.
13. The use of the Field Areas of BMP may be prohibited or limited during periods when grass is sensitive to damage, or during periods of high attendance or tourist activity at BMP.
14. The Permittee must supply at least one portable toilet per every hundred guests attending an Event, but not less than two portable toilets. At least one portable toilet provided must be accessible to people with disabilities. Permitted usages of two hours or less may be excluded from this requirement on a case-by-case basis as determined by the Commission. Any usage not adhering to this rule will be canceled. Proof the appropriate number of portable toilets have been secured for any Event must be provided 24 hours prior to the Event.
15. Portable toilets are to be placed in locations designated by the Commission at the time of delivery. The Permittee shall be responsible for any damage or clean-up related to the use of portable toilets from the time of delivery until

time of pick up. Portable toilets must be removed immediately following an Event, and in no case later than 2:00 p.m. the day following an Event.

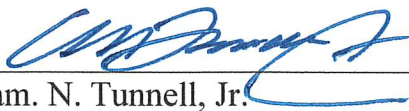
3.3 Facility Use of the USS ALABAMA, USS DRUM, and the Aviation Pavilion

In addition to the 3.1 General Guidelines above, the following rules apply to the temporary use of designated areas of the USS ALABAMA, USS DRUM, and the Aircraft Pavilion. In the event of any conflict between the General Guidelines and the following guidelines, this section will control.

1. Facility areas available for permitted usage are defined in Exhibit B attached hereto.
2. Designated areas of the USS ALABAMA, USS DRUM, and the Aircraft Pavilion area may be permitted for Event usage depending upon the character and nature of the proposed usage, the anticipated impact of the proposed usage upon the ongoing operation of BMP and its staff, and the ability of the Commission to accommodate such usage as determined on a case-by-case basis by the Commission, as determined by the Executive Director. Any setup and breakdown time required must be included in any Usage Permit Application. The available dates and hours for usage of any Facility of BMP may be modified by the Commission for any reason, including budgetary issues, staffing, safety, or weather considerations.
3. Access to the USS ALABAMA, USS DRUM, or the Aircraft Pavilion for non-BMP Event usage is conditioned upon consent to search and inspection of all persons and belongings. Except for active military law enforcement, or properly qualified security, no firearms may be brought on the USS ALABAMA, USS DRUM, or into the Aircraft Pavilion by any attendee of a non-BMP Event.
4. The following are prohibited without prior written authorization of the Commission:
 - a. Smoking or vaping in any enclosed area upon the grounds of BMP, or within 25 feet of any doorway.
 - b. Balloons or paper lanterns.
 - c. Sticks or poles, including selfie sticks, flag poles, and placards.
 - d. Open flames, including candles.
 - e. Stickers or adhesives of any kind.
 - f. Use of propane or any fuel for indoor cooking or grilling.
5. Moving of furnishings of any facility of BMP (paintings, tables, chairs, podiums, fixtures, signage, etc.) is not permitted without prior written approval from the Commission.

6. Animals are not allowed in the interior of any public areas of the any Facility without prior approval of the Commission. Exceptions for service animals shall be made in accordance with Federal and State law.
7. The use of audiovisual equipment must be pre-approved by the Commission. No device intended for the artificial amplification of sound shall be allowed in or upon the USS ALABAMA, the USS DRUM, or within the Aircraft Pavilion unless pre-approved by the Commission, and shall be operated only at a sound level approved by the Commission.
8. No activity which involves additional or unusual electrical power requirements shall be permitted unless pre-approved by the Executive Director. No "tie ins" into electrical boxes, power lines, or other power transmission equipment of BMP are permitted without prior approval by the Executive Director.
9. Individuals or organizations using any equipment of BMP shall be responsible for any damage to or loss of these items.

This policy is effective February 18, 2022.



William. N. Tunnell, Jr.
Chairman
USS ALABAMA Battleship Commission



Date