

PREMISES USE AGREEMENT

THIS PREMISES USE AGREEMENT (the "Agreement") is made and entered into on the date fully executed below by and between The Florida International University Board of Trustees ("FIU"), whose business address is **11200 SW 8th Street Miami, FL 33199**, and _____, a _____, ("USER") whose principal business address is _____, for the use by USER of certain premises under the control of FIU for the purposes described herein.

1. **Premises.** Subject to the terms of this Agreement, FIU agrees that USER may use the following space or spaces and equipment at FIU (the "Premises"):

2. **Use of Premises.** USER may use the Premises only for the purpose(s) _____ (the "Program") on the following date(s) during the following time(s) (the "Use Period"): Set-up 2 hrs. before/after

Date: _____

Time: _____

NOTE: For Premises under the control of FIU's Housing and Residential Life Department ("FIU Housing"), refer to the FIU Housing and Residential Life Addendum for reference to the Use Period (the "Housing Addendum"), which Housing Addendum, if applicable, is attached hereto and made a part hereof as Exhibit "E" to this Agreement.

FIU reserves the right to reassign this reservation to similar facilities if the needs of FIU require such a reassignment. USER further understands that it shall have the right of ingress and egress through the halls and corridors of the building(s) wherein the Premises is located (to the extent applicable), but acquires hereby no other right in any part of the building(s) than the part specified.

3. **Compensation.** USER agrees to pay FIU the sum of ____/100 Dollars (\$____) ("Use Fee"), as further described in the cost summary attached hereto and made a part hereof as Exhibit "A" to this Agreement, for the rights granted under this Agreement, whether the Premises are actually used by USER for the full time granted or not. The USER agrees to pay the Use Fee on or before _____ in the form of a check payable to "Florida International University," which check should be sent to the attention of: **Liane Sippin** at the **CARTA Cultural and Community Engagement** office, **Miami Beach Urban Studios** campus, Address: **420 Lincoln Road Suite, 440 Miami Beach, 33139**. Notwithstanding the foregoing, FIU will calculate final charges upon completion of USER's Program and, to the extent applicable, will bill the USER for any additional charges not previously paid. Any additional payment shall be submitted to FIU within forty-five (45) days after USER's receipt of written notification from FIU.

NOTE: For Premises under the control of FIU Housing, refer to the Housing Addendum for reference to the Use Fee to be paid by USER to FIU for use of the Premises.

4. **General Conditions of Use.** USER agrees that USER, its employees, contractors, agents, representatives, invitees, and each of its participants shall comply with each of the following terms and conditions during use of the Premises:

a. **Proper Use and Care of the Premises.** USER, its employees, contractors, agents, representatives, invitees and each of its participants are responsible for the proper use and care of any FIU property, including, but not limited to, the Premises. USER agrees that it will not drive or permit to be driven, nails, hooks, tacks or screws into any part of said Premises, building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said Premises, building or equipment contained

therein. The USER will be liable for the repair and/or replacement cost of any FIU property, including, but not limited to, the Premises, which is damaged, destroyed or lost, resulting from Program related activities.

b. Restoration of Premises Following the Program. USER shall clean-up and restore the Premises immediately after usage to the same condition provided to USER prior to its use of the Premises. Costs will be assessed to USER for clean-up and restoration by FIU if USER's clean-up/restoration is not satisfactory in FIU's sole and absolute discretion. Any property that is left in, on, or around the Premises following the conclusion of the Program shall be deemed abandoned, shall not be stored by FIU, and will be disposed of at the discretion of FIU.

c. "AS IS" Status of the Premises. USER acknowledges that it has inspected the Premises and that it is satisfied that the Premises has the capacity and capability to accommodate the use contemplated under this Agreement. USER accepts the Premises in "**AS IS**" condition.

d. Compliance with Laws. USER, its employees, contractors, agents, representatives, invitees and each of its participants shall abide by all applicable federal, state, and local laws, rules and regulations, including, but not limited to, environmental laws, and FIU policies, procedures, rules and regulations, including those related to parking, (collectively, the "Laws") in performing the Agreement terms, including, but not limited to, in its use of the Premises. USER understands that FIU regulations, policies and/or procedures can be viewed on the designated FIU's website(s), as applicable. Without limiting any other provision herein, FIU may cancel this Agreement at any time if FIU determines, in its sole discretion, that any actions by USER, its employees, contractors, agents, representatives, invitees and/or participants constitutes a violation of any Laws and FIU shall not be subject to any liability for said cancellation.

e. Promotional Activities. USER agrees to perform its promotional activities related to its use of the Premises in accordance with all applicable Laws and FIU requirements, and in the least intrusive manner so as not to disturb the atmosphere of the campus and the educational activities therein.

f. Permits. To the extent applicable, USER must procure, at its own expense, all permits required in connection with its proposed use, including, but not limited to, permit(s) required by the FIU building officials. USER shall ensure that all of its contractors, agents, or other representatives performing work on FIU's Premises are qualified, licensed, and insured in accordance with applicable Laws and FIU requirements.

g. FIU Services. USER acknowledges and agrees that FIU shall not be responsible for providing any services, utilities, equipment, or any other items to USER for its use of the Premises, unless otherwise agreed to by the parties in this Agreement.

h. Hazardous Materials/Activities. In no event shall USER use or bring any hazardous materials, as defined by applicable Laws, on the Premises. USER agrees that there will be no pyrotechnics or other dangerous or hazardous activities undertaken in or about the Premises.

5. Security. USER is solely responsible for the security of all property, equipment, materials, and any other items that it or its employees, contractors, agents, representatives, invitees or guests bring onto the Premises. USER shall also be solely responsible for the security of its employees, contractors, agents, representatives, invitees and guests on the Premises. In the event that the USER desires special security services or measures, the provisions of such services or measures shall be determined between the USER and the FIU Police Department. The USER is responsible for the costs of such special security. FIU reserves the right, due to the nature or extent of USER's activities, to require the USER to hire off-duty FIU Police Officers, at USER's sole cost and expense, to ensure the orderly flow of pedestrians

and traffic around the Premises. USER further agrees to evacuate the Premises promptly upon notice given by FIU in the event FIU deems it necessary for the protection and safety of the public.

6. **Parking at the Premises.** FIU reserves the right to provide and control all parking on FIU's Premises required in connection with the Program. FIU may charge a parking fee to Program participants. All parking revenues and all parking rights shall belong to FIU. As provided above, USER and all Program participants and invitees must abide by all FIU parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization. USER recognizes that any special arrangements made for parking for the Program do not constitute a license or grant any permission to violate parking rules and regulations of FIU.

7. **Food Service.** If applicable, USER shall comply with all health and safety Laws pertaining to the service of food. USER shall also be responsible for obtaining any and all required governmental documentation for same, including, but not limited to, licensing and permitting requirements, to the extent applicable. The service of food by USER shall be subject to FIU's prior written approval and requirements/conditions, if any.

8. **Insurance.** Check, as applicable:

_____ **Private Entity(s):** USER shall provide FIU with proof of insurance sufficient to cover the operations and activities to be carried out on the Premises. Throughout the term of the Agreement, USER shall maintain, at its sole expense, the following minimum insurance coverage: (i) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence, and (ii) workers compensation insurance as required by all applicable workers compensation laws, for its protection and the protection of FIU. The certificate shall indicate that the policy carries an endorsement which names Florida International University, The State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, and employees as additional insureds. The USER's policy shall be primary and shall be issued in a form acceptable to FIU. Any insurance carried by FIU shall be non-contributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification to FIU at least thirty (30) days prior to the effective date of cancellation. USER shall furnish to FIU proof of coverage no less than five (5) days prior to the commencement of the Use Period.

USER shall immediately notify FIU if the USER's commercial general liability insurance contains any restrictive endorsements other than those restrictive endorsements normally included on standard ISO commercial general liability occurrence or claims made forms. The absence of a demand for any type of insurance certificates or policy shall not be construed as a waiver of the USER's obligations to carry and maintain the appropriate insurances at limits that are appropriate to the liability exposure associated with this Agreement, and to ensure that its agents/subcontractors maintain appropriate insurance at all times. USER shall assume all risk and responsibility for the actions of its contractors/subcontractors/agents/representatives on the Premises. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover USER liability.

_____ **Public Entity(s):** USER is a self-insured entity with a general and automobile liability risk management program, including the administration of general and automobile liability claims, settlement of claims, a loss control program and trust fund pursuant to Florida law. USER agrees to maintain in full force and effect and throughout the term of this Agreement, at USER's sole cost and expense, the insurance

program pursuant to Florida law. USER shall provide FIU with proof of self-insurance no less than five (5) days prior to the commencement of the Use Period.

To the extent applicable, USER shall ensure that its contractors/subcontractors/agents/representatives maintain, at the contractors/subcontractors/agents/representatives' sole expense, the following minimum insurance coverage: (i) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence; (ii) auto liability insurance covering their owned, non-owned and leased vehicles with a minimum combined single limit of \$1,000,000.00 (each accident); and (iii) workers compensation insurance at the statutory limits and employers liability of \$1,000,000.00, for its protection and the protection of FIU. The general and automobile liability insurance certificate shall indicate that the policy carries an endorsement (no more restrictive than CG 20 10) which names the Florida International University, The State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents and employees as additional insureds. The contractors/subcontractors/agents/representatives' policy shall be primary and shall be issued in a form acceptable to FIU. Any insurance carried by FIU shall be noncontributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification to FIU at least thirty (30) days prior to the effective date of cancellation. USER shall assume all risk and responsibility for the actions of its contractors/subcontractors/agents/representatives on the Premises.

9. **Indemnification.** USER shall indemnify, defend and hold harmless Florida International University, the State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, employees, contractors, and other representatives (collectively "Indemnitees") from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses (including death), liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs at all tribunal levels) arising directly or indirectly from:

- a. the use or occupancy of the Premises by USER or any person claiming under USER;
- b. any activity, work, or thing done or permitted by USER in the Premises;
- c. any acts, omissions, or negligence of USER or any person claiming under USER or the employees, agents, representatives, contractors, invitees, and/or visitors/participants of USER or any such person;
- d. any breach, violation, or nonperformance by USER or any person claiming under USER or the employees, agents, contractors, representatives, invitees, and/or visitors/participants of the USER or any such person of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind;
- e. any injury or damage to the person, property, or business of USER, its employees, agents, contractors, invitees, visitors/participants, and/or any other person entering upon the Premises under the express or implied invitation of USER; and/or
- f. any claims losses, or expenses that arise in connection with the cancellation of the Program due to force majeure events or otherwise.

Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Indemnitees as are provided for by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

USER expressly waives any and all claims of whatever nature, for any and all loss or damage sustained for any cause whatever, prior, during or subsequent to the Use Period, by reason of any defect, deficiency, failure or impairment of the Premises, including, but not limited to, the water supply system, heating system, wires leading to or inside the Premises, gas, electric or telephone systems, or from any source whatsoever. FIU is not liable or responsible for any financial loss incurred by the USER due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function prior, during or subsequent to the Use Period.

This provision shall survive the termination of this Agreement.

10. **Default.** If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within five (5) business days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately, upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If USER is the defaulting party, all deposits, payments, advances, or other compensation paid by the USER to FIU shall be forfeited and become the property of FIU. Notwithstanding any provision herein to the contrary, USER's failure to make any payments due under this Agreement shall be considered a material breach entitling FIU to immediately terminate this Agreement in its discretion, without any notice or opportunity to cure said default. In no event shall FIU be liable to USER for any consequential, incidental, special and/or indirect damages or losses (in contract or tort), including, but not limited to, any lost revenues or savings in connection with this Agreement and/or any breach and/or default by FIU hereunder.
11. **Termination.** FIU shall have the right to terminate this Agreement for any reason whatsoever, in FIU's sole and absolute discretion, upon providing USER with thirty (30) days prior written notice of termination. In the event of such termination, FIU shall reimburse USER for any payments previously paid by USER to FIU. Additionally, this Agreement may be unilaterally canceled by FIU for refusal by USER to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by USER in conjunction with this Agreement. FIU shall have no liability to USER for any such cancellation or termination of the Agreement.
12. **ADA/Non-Discrimination.** As provided above, USER shall comply with all applicable Laws in performing the Agreement terms. In connection therewith, USER agrees to the following:
 - a. **Americans with Disabilities Act:** USER understands that FIU, in providing the facilities, does not act as the presenter or promoter of the Program. USER shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the Program, such as the provision of interpreters, attendants, and the like. In no event shall FIU be required to incur any costs or expenses needed to adapt the Premises for the intended use of the Program. USER agrees to indemnify and hold FIU harmless from and against any and all liability, fines, suits, claims, demands and actions, costs, attorneys' fees and expenses of any kind or nature whatsoever for any damages incurred, whether economic, punitive, compensatory or otherwise which may arise in connection with the USER's failure to reasonably accommodate any disabled individual who is a guest, invitee, or employee at its

Program on FIU's Premises and from and against any orders, judgments or decrees which may be entered pursuant thereto.

b. **Non-Discrimination:** USER represents and warrants to FIU that USER does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with USER's use of the Premises or presentation of the Program on account of race, color, sex, religion, age, handicap or marital status. USER further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises under this Agreement.

13. **Miscellaneous.**

a. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld by the other party in its sole discretion.

b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

c. **Severability.** If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.

d. **Governing Law/Venue.** This Agreement is governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.

e. **Waiver.** The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

f. **Survival.** Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

g. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

h. **Counterparts/Facsimile & Electronic Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

i. **Force Majeure.** FIU does not guarantee the uninterrupted use of facilities (including the Premises), as contemplated under this Agreement, in the event that the use of facilities is suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Service, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the laws, orders, rules and regulations of

any governmental authority, or by reason of any other cause beyond FIU's control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are, in FIU's reasonable judgment, necessary to be made.

j. Taxes. USER acknowledges sole responsibility for the payment of all applicable federal, state, and local taxes and fees of whatever nature that are associated with the use of the Premises.

k. Third Party Beneficiaries. Except as specifically set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person other than FIU and USER.

l. Employment or Use of FIU Students in connection with Proposed Use of Premises. USER must obtain FIU's written approval prior to using or employing any FIU student in connection with USER's use of the Premises, if applicable.

m. FIU Logo/Marks. This Agreement does not confer upon USER any rights to use the name, logos, marks and/or likeness of FIU. USER must obtain FIU's written permission prior to using the name, logos, marks and/or likeness of FIU.

n. No Joint Venture. USER acknowledges and agrees that FIU's sole role in this matter is to authorize USER to use FIU's Premises for the purposes provided herein. This is not a joint venture between FIU and USER. USER shall be solely responsible for conducting its Program provided for herein and for supervising its employees, contractors, agents, representatives, invitees and guests at all times.

o. Independent Contractor. USER is an independent contractor, and neither USER nor USER's employees, contractors, agents, or other representatives shall be considered FIU employees, contractors, agents or representatives.

p. Authorization. Each of the parties represents and warrants that (1) the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement; and (2) this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms.

q. Conflict of Interest. USER represents that no FIU employee who has, or whose relative has, a relationship with USER, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to, Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6), thereof, by reason of USER entering into this Agreement.

r. Radon Gas Disclosure Per Florida Statute 404.056(5). RADON Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Availability of Funds. FIU's performance and obligation to pay under this Agreement, to the extent applicable, is contingent upon an annual appropriation by the Florida Legislature.

14. **[CHECK IF NOT APPLICABLE _____] Release, Waiver of Liability and Assumption of Risk Forms for Adult Participants.** USER agrees to obtain fully executed Release, Waiver of Liability and Assumption of Risk forms releasing FIU from liability from all adults (i.e., those who are the age of 18 years or older) participating in the Program as a prerequisite to using FIU's Premises. The Release, Waiver of Liability and Assumption of Risk form for adult participants is attached hereto and made a part hereof as Exhibit "B" to this Agreement. USER

represents and warrants that it has or will obtain all required Release, Waiver of Liability and Assumption of Risk forms for adult participants prior to the start of the Program. USER indemnifies FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees.

15. [CHECK IF NOT APPLICABLE ____] **Additional Requirements for Minor Participants.** As a condition of having the Program at FIU and using the Premises, USER agrees to comply with the following additional requirements as it relates to the minor participants (i.e., those who are under the age of 18 years) under its supervision while on the Premises:

a. **Criminal Background Checks Requirement.** USER agrees that it will ensure that a Level II criminal background check pursuant to Florida Statutes, Section 435.04, has been conducted for all of its employees, agents, representatives, and/or volunteers who will be interacting or may interact with the minor children. USER further agrees that it will not allow anyone convicted of a sexual offense to be employed or volunteer in any capacity for this Program. USER represents and warrants that all the USER's employees, agents, representatives, and/or volunteers involved in the Program have undergone the requisite screenings described in this paragraph or will be screened prior to the start of the Program and USER indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the foregoing.

b. **Medical Insurance.** USER agrees to obtain proof of valid and current medical insurance coverage on behalf of every minor participant prior to the start of the Program. USER represents and warrants that it will obtain such insurance required coverage prior to the start of the Program.

c. **Medical Authorization.** USER agrees to obtain a signed Medical Authorization in a form the same or substantially the same as Exhibit "C," attached hereto and made a part hereof, on behalf of every minor participant. USER represents and warrants that it has or will obtain a signed Medical Authorization on behalf of each minor participant before the start of the Program. USER agrees to provide FIU with fully executed Medical Authorization forms within a reasonable time when requested by FIU. USER indemnifies FIU and agrees to be responsible for any costs that FIU may incur for medical treatment sustained during the Program if USER fails to obtain a valid Medical Authorization form.

d. **Release, Waiver of Liability and Assumption of Risk Forms for Minor Participants.** USER agrees to obtain fully executed Release, Waiver of Liability and Assumption of Risk forms releasing FIU from all liability related to minors participating in the Program. The Release, Waiver of Liability and Assumption of Risk form for parents to sign on behalf of minors participating in the Program is attached hereto and made a part hereof as Exhibit "D" to this Agreement. The Release, Waiver of Liability and Assumption of Risk form for minors must be fully executed by their lawful parent(s)/guardian(s). USER represents and warrants that it has or will obtain all required Release, Waiver of Liability and Assumption of Risk forms for minor participants prior to the start of the Program. USER indemnifies FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees.

e. **Safety & Security Procedures.** USER warrants and represents that it has an emergency/crisis response plan appropriate for the Program's operations, that the USER has procedures in place for addressing the safety and security of the Program participants (in general and as required of the specifics of its Program), and that the USER will ensure that the Program staff/volunteers adhere to the foregoing procedures, including, but not limited to, the following (which does not constitute an exhaustive list):

i. Having activities planned for Program participants be age-appropriate;

- ii. Ensuring that the Program participants will not be exposed to any hazardous materials or conditions;
- iii. Having protocols to address or to avoid any potential food allergy issues;
- iv. Providing reasonable medical care and attention appropriate to the ages of the Program participants, the physical activity in which the Program participants are engaged, and the physical environment in which the activity occurs (e.g., addressing heat strokes, concussions);
- v. Having a plan for transporting injured Program participants to the nearest hospital or other appropriate medical facility in the event of a medical emergency;
- vi. Having the appropriate number of staff/volunteers to Program participant ratio to ensure the safety of the Program participants based on the Program requirements (see the American Camp Association for suggested staff-to-minor participant ratios: <http://www.acacamps.org/resource-library/accreditation-standards/aca-standards-relate-staff-screening-supervision-training>);
- vii. Ensuring that, at no time during the Program, will the USER permit the staff/volunteers to be alone with a single Program participant where the staff/volunteers cannot be observed by others;
- viii. Ensuring that Program participants will not be left unsupervised, including during the time of drop off or pick up for the Program;
- ix. Ensuring that, under no circumstances, will the staff/volunteers release Program participants to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian;
- x. Ensuring that the staff/volunteers shall not abuse or mistreat Program participants in any way, including, but not limited to, physical abuse (e.g., striking, spanking, shaking, slapping); verbal abuse (e.g., humiliating, degrading, threatening); sexual abuse (e.g., touching or speaking inappropriately or showing Program participants inappropriate materials); mental abuse (e.g., shaming, withholding kindness, being cruel, belittling); and/or neglect (e.g., withholding food, water, or basic care);
- xi. Having a process and procedure to deal with potential bullying and hazing issues;
- xii. Ensuring that the staff/volunteers engage only in appropriate touching for the Program activities and relative to the Program participants' ages;
- xiii. Ensuring that the staff/volunteers have appropriate protocols in place for bathroom usage (e.g., making sure that a restroom is not occupied by suspicious or unknown individuals before allowing Program participants to use the facilities; with respect to younger Program participants, sending Program participants in threes and, whenever possible, with staff/volunteers);
- xiv. Having an evacuation plan in the event of an emergency, such as inclement weather, fire, etc.;
- xv. Ensuring that all dive, boat, and/or other water sport-related activities that take place in the ocean and/or other large bodies of water are reviewed, approved, and supervised by the FIU Dive and Boat Safety Team; and
- xvi. Ensuring that the staff/volunteers adhere to the Florida mandatory child abuse reporting requirements as set forth in Florida Statutes Section 39.201.

16. **[CHECK IF NOT APPLICABLE _____] Additional Rules and Regulations.** In addition to USER's obligations and covenants set forth herein, in the use of the Premises, USER, its employees, contractors, agents, representatives, invitees and each of its participants shall abide by the rules and regulations attached hereto and made a hereof as Exhibit "E" to this Agreement (the "Additional Rules & Regulations"). USER acknowledges that FIU shall have the right to modify, add to, and amend the Additional Rules & Regulations and USER its

employees, contractors, agents, representatives, invitees, and each of its participants agree to comply and abide by any and all such modifications, additions, and amendments. USER understand and acknowledges that this Agreement conveys the right to use the Premises solely on the terms outlined in this Agreement and in the Additional Rules & Regulations, to the extent applicable. In the event of a conflict between the terms of this Agreement and the Additional Rules & Regulations, this Agreement shall govern. **NOTE: For Premises under the control of FIU Housing, the Housing Addendum attached as Exhibit “E” shall be considered, for purposes herein, the Additional Rules & Regulations as it relates to FIU Housing.**

[SIGNATURE PAGE FOLLOWS]

***[SIGNATURE PAGE TO PREMISES USE AGREEMENT BETWEEN Martha Schoolman AND
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES]***

The parties execute this Agreement as of the date written below each signature block and each party executing this Agreement warrants and represents that it is authorized by its respective entity to execute a binding Agreement.

USER:

an _____

By: _____

Name: _____

Title: _____

Date: _____

FIU:

**THE FLORIDA INTERNATIONAL
COLLEGE OF COMMUNICATION ARCHITECTURE
+ THE ARTS**

By: _____

Name: **Brian Schrinier**

Title: Dean, College Communication, of Architecture +
The Arts

Date: _____

Approved by (Unit/Department):

By: _____

Name: **John Stuart**

Title: Associate Dean, Miami Beach Urban Studios

Date: _____

By: _____

Name: **Mark Marine**

Title: Director of Facilities and Auxiliary Services

Date: _____

Approved as to form and legal sufficiency:
FIU Office of the General Counsel

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A” TO PREMISES USE AGREEMENT

COST SUMMARY

[SEE ATTACHED]

“EXHIBIT A”

MIAMI BEACH URBAN STUDIOS EVENT COST SUMMARY

FIU USER RESERVATION FORM

Agreement # **2016-05**

THIS PREMISES USE AGREEMENT (the “Agreement”) is made and entered into on the date fully executed below by and between The Florida International University Board of Trustees (“FIU”), whose business address is **FIU Miami Beach Urban Studios, 420 Lincoln Road Suite, 440 Miami Beach, FL 33139**, and _____, an _____, (“USER”) whose principal business address is _____ for the use by USER of certain premises under the control of FIU for the purposes described herein.

1. **Use of Premises**. USER may use the Premises only for the purpose(s) of ____ (the “Program”) on the following date(s) during the following time(s) (the “Use Period”):

Date(s): _____

Room (s): _____

Time(s): _____

Number of Guest: _____

USER shall email a copy of the Certificate of Insurance Coverage to:

Liane Sippin
Senior Special Events Manager
College of Commination, Architecture + The Arts
FIU Miami Beach Urban Studios
LSippin@fiu.edu

The USER understands that if and when the event requires that MBUS furniture be reconfigured, proof that arrangements with vendors or USER's staff reconfiguration and manual labor must be provided upon confirmation of agreement. MBUS staff does not provide set-up services for any non-CARTA groups using our space. CARTA units are provided limited support from Facilities Coordinator.

1. Parking is not included in this contract
2. The USER recognized that these special arrangements do not constitute a license to violate parking rules and regulations of FIU or the City of Miami Beach.
3. FIU has calculated an estimated cost for the use premise, services and equipment. The USER is required to make payments in the following manner:
4. Rental cost waiver justification for USER if Applicable. Contingent upon providing proper documentation of Staff/Faculty/ Student involvement in program. I.e. Flyer, Meeting Agenda, Printed Program.

Justification:

Cost Breakdown:

Item <i>Per day</i>	Days/wks. <i>Space</i> <i>Fees</i>	Cost	Subtotal
MBUS Main Gallery		\$2000	
MBUS Design Gallery		\$1000	
MBUS Large Seminar Room (475)		\$300	
MBUS Small Seminar Room 1 (473)		\$300	
MBUS Small Seminar room 2 (471)		\$300	
MBUS Washington Hall		\$1000	
MBUS Terrance Riley Library		\$200	
Additional Charges			
Post-Rental Cleanup Labor Fee \$25/hr. (three hr. minimum if required)		\$75	
Pre-Rental Set-up Labor Fee \$25/hr. (three hr. minimum if required)		\$75	
Optional Rental Fees			
Portable Monitor (3 2x 54in)		\$100	
7' Projection Screen Rental		\$100	
Piano Rental (Steinway baby grand)		\$200	

Total Amount Due:

Payment Schedule:

50% of the total amount due shall at the time this agreement is signed.

Deposit Amount: \$ _____ -

Remaining balance shall be paid five business days prior to the event.

Balance Due: \$ _____

\$ _____ -

FIU will calculate final charges upon completion of the activity and bill the USER for any additional charges. All charges are based per agreement.

5. This agreement, MBUS Reservation Form, and floor plan (if applicable) will constitute the full and final expression of intent by each party and no paragraph, clause, condition or privilege may be modified, varied, altered or added to by any oral agreement of the parties, or by any written agreement, except those written agreements executed with equal dignity and formality.
6. Other conditions:
 - a. Any technical requests are subject to availability, and must be approved by the College of Communication, Architecture + The Arts thirty (20) days prior to the rental date.

Technical Agreements:

7. By signing this agreement on the *following page* you acknowledge you have read and agree with the College of Communication, Architecture + The Arts Facilities policies and Procedures.

USER:

an

By: _____

Name: _____

Title: _____

Date: _____

FIU:

**THE FLORIDA INTERNATIONAL
COLLEGE OF COMMUNICATION ARCHITECTURE
+ THE ARTS**

By: _____

Name: **Brian Schriener**

Title: Dean, College of Communication, Architecture +
The Arts

Date: _____

Approved by (Unit/Department):

By: _____

Name: **John Stuart**

Title: Associate Dean, Miami Beach Urban Studios

Date: _____

By: _____

Name: **Mark Marine**

Title: Director of Facilities and Auxiliary Services

Date: _____

Approved as to form and legal sufficiency:
FIU Office of the General Counsel

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “B” TO PREMISES USE AGREEMENT

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FORM (ADULTS)

[INCLUDE IF APPLICABLE]

[SEE ATTACHED]

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK (ADULTS)

I acknowledge that I have been provided with the opportunity to participate in _____ on The Florida International University Board of Trustees' ("FIU") _____ Campus, in Miami, Florida, from _____ to _____ (the "USER's Program"). I understand and agree that FIU's sole role in this matter is to allow _____ (the "USER") to use FIU's premises, specifically described as _____ (the "Premises"), for the USER's Program as further described and outlined in the accompanying Premises Use Agreement between FIU and USER. I further acknowledge and understand that the USER is an independent contractor offering its services without any participation by FIU. It is expressly understood that by making the Premises available, FIU, FLORIDA INTERNATIONAL UNIVERSITY, STATE OF FLORIDA, THE FLORIDA BOARD OF GOVERNERS, and their respective officers, directors, employees, representatives, trustees, agents, students and volunteers (collectively the "Releasees") are not entering into any type of joint venture agreement with the USER, nor are they or any of them acting as an agent of or for the USER.

I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, relinquish, and forever discharge and hold harmless Releasees from any and all claims, demands, damages, actions and causes of action, including, but not limited to, claims, demands, damages, actions and causes of actions for personal or bodily injury, damage or loss of property, or wrongful death, which I, my heirs, executors, administrators, and/or assigns may have or may ever have arising out of, by reason of, or in any manner related to my participation in USER's Program and its related activities on FIU's Premises, whether the same should arise by reason of negligence of Releasees or anyone organizing or participating in the activity or otherwise or in any way whatsoever or howsoever caused by the negligence of any of the Releasees. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts of or other conduct by Releasees. Further, I hereby agree that under no circumstances will I or my heirs, executors, administrators, and/or assigns prosecute or present any claim for personal or bodily injury, damage or loss of property, or wrongful death against the Releasees. It is my intention by this instrument to exempt and relieve the Releasees from any and all liability arising out of my participation in USER's Program at FIU, including, but not limited to, liability for personal or bodily injury, damage or loss of property, or wrongful death.

I am fully aware of risks and hazards associated with my participation in USER's Program on FIU's Premises and I am fully aware that there may be risks and hazards unknown to me. I am fully aware that these risks may include, but not be limited to, property loss or damage and/or illness, injury or accident that may cause death, paralysis, mental incapacitation or permanent disfigurement. I understand the nature of the USER's Program and its related activities I will be undertaking. I hereby represent and affirm that I am qualified and able to participate in the USER's Program and its related activities. Despite the risks and hazards associated with the USER's Program and its related activities, I wish to proceed, and freely accept and assume all risks and hazards that may rise from my participation. I acknowledge that my participation in the USER's Program and its related activities is purely optional and I am freely and voluntarily participating.

I further hereby agree to defend, indemnify, and hold harmless the Releasees from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney's fees for both the trial and appellate levels, that Releasees may incur as a proximate result of any negligent or deliberate act or omission on my part during my participation in the USER's Program or its related activities.

I expressly agree that this Release, Waiver of Liability and Assumption of Risk is intended to be as broad and inclusive as the laws of the State of Florida will allow, and that if any portion thereof is held to be

invalid, it is agreed that the balance shall, notwithstanding the invalid portion, continue in full force and effect.

I further represent and state that I am not relying on any oral or written representation or statements made by the Releasees. I further agree that this Release, Waiver of Liability and Assumption of Risk shall be governed by and interpreted in accordance with the laws of the State of Florida.

In signing this Release, Waiver of Liability and Assumption of Risk, I acknowledge and represent (I) that I have read and understand it; (ii) that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; (iii) that I am giving up substantial rights by signing it; and (iv) that I am at least eighteen (18) years of age and fully competent. I understand that this is a legal document which is binding on me, my heirs, executors, administrators, and assigns and on those who may claim by or through me.

I HAVE READ THE ABOVE RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND, BY SIGNING IT, VOLUNTARILY AGREE TO BE BOUND BY IT, AND AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL OR BODILY INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

Event Participant:

Name (Print)

Signature

Date

Witnesses:

Name (Print)

Signature

Date

Name (Print)

Signature

Date