

**FLORIDA MEMORIAL UNIVERSITY
RESERVATION AND FACILITY USE AGREEMENT**

FOR

ORGANIZATIONS AND INDIVIDUALS OUTSIDE THE UNIVERSITY

Florida Memorial University (hereinafter the "University"), a Florida not-for-profit corporation, agrees to make its facilities and services available to _____ (hereinafter the "User"), pursuant to the terms and conditions set forth herein, and as described in the Facility Usage and Fee Schedule form ("Schedule"), which is incorporated into and made part of this Reservation and Facilities Use Agreement ("Agreement"). The University reserves the right to reassign this reservation with similar facilities if the needs of the University require such reassignment. If, in the opinion of the University, the User fails to fulfill any obligation in the Agreement, the University may cancel this Agreement by giving notice to the User.

The University hereby licenses to the User, on a non-exclusive basis, the use of:

_____ name of facility

The University licenses the use of the Premises to the User for the following dates and times:

_____ date

The User agrees to pay the University, upon execution of this Agreement thirty days prior to the reservation date the estimated charges for the use of facilities and services. The user is required to remit a *refundable Damage* fee of \$_____ and 50% of the base rental fee at the time of submitting and signing the Agreement. The final 50% will be due fifteen (15) business days prior to the event, excluding weekends. The User shall pay the University a total fee of \$_____ for use of the premises. Any **damages** to university property will be *deducted* from the refundable damage fee. If damages occur and exceed the damage fee, the University will calculate those charges and bill the User. If no damages occur, the **damage** fee will be refunded to the User within ten (10) business days.

The User must protect any University property or facility used and upon conclusion of the event, -provide for all necessary cleanup, repair, and restoration of such property or facility to its original condition, so that such property or facility is suitable for normal use. Cleanup, repairs and restoration must be accomplished immediately after the event concludes. If repairs or restoration are not completed within the required time period set by the University, the University has the right to make the necessary repairs, and assess the charges for such services and materials to the User.

The User agrees to hold the Florida Memorial University and all their respective officers, agents, volunteers, and employees (collectively, the "University Parties") harmless and to defend and indemnify them from and against any and all claims, damages or liabilities, including attorney fees, that may arise indirectly or directly from User's breach of any term or condition of this Agreement or any acts or omissions in connection with User's use of the University's facilities or services, whether caused by the User's action or negligence or the action of negligence of the University Parties, User's employees, agents, contractors, or invitees or any third parties in connection with this Agreement.

Contemporaneously with the execution of the Agreement, the User agrees to furnish to the University proof of liability insurance coverage in the amount of **One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Three Million and No Cents (\$3,000,000.00) Dollars in the aggregate. The User shall also maintain Workmen's Compensation Insurance per Florida Statute. Florida Memorial University, Inc. and all their respective officers, agents, volunteers, and employees shall be named as additional insured under General Liability.** All insurance shall be placed with companies admitted to do business in the State of Florida and which shall have an AM Best rating of at least an "A." University must be a certificate holder on any policy of insurance purchased by User in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. User shall obtain the insurer's agreement to give not less than thirty (30) days advance notice to University before cancellation, expiration or alteration of any policy of insurance. User agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. University shall be named as additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

User represents and warrants that all persons affiliated or associated with the User, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the facility by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 435.04, Florida Statutes, and Licensee shall perform all necessary background investigations to ensure such compliance. If User's usage involves minors under the age of 18, the User shall procure and maintain during the term of the Agreement, a policy for Sexual Abuse, Sexual Molestation, Physical/Mental Abuse coverage with One Million and No Cents (\$1,000,000.00) Dollars per wrongful act and One Million and No Cents (\$1,000,000.00) Dollars in the aggregate. Coverage may be by endorsement to the Commercial General Liability policy or under a separate policy. Coverage must be specifically referenced on the certificate of service and must not be subject to any exclusion, restriction or sub-limit.

The User agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the University, and any applicable municipal or county ordinances (collectively "the Laws"). Failure to comply with any one or more of the Laws may, at the discretion of the University, result in the termination of this Agreement by University. If, in the opinion of the University, violation of one or more of the Laws may cause a public hazard or nuisance, the University may demand the immediate correction of such violation or may terminate the event authorized to be conducted by this Agreement.

The User shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the University, which consent may be withheld in University's sole and absolute discretion, nor shall User permit any use of the facilities other than as specified in this Agreement.

No alcoholic beverages of any kind are to be sold, given away, or used on the Premises except after obtaining the express written consent of the University. In such event, User shall possess the necessary liquor license and permit.

The User, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the University Parties from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of User's use of the University facilities and services, whether caused by the User's action or negligence or the action or negligence of the University Parties, the User's employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require User's officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties participating, assisting or using the University facilities or services in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University.

This Agreement shall be considered to have been executed in the State of Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida. Proper jurisdiction for any disputes arising from or relating to this Agreement shall lie exclusively in the state or federal courts located in Miami-Dade County, Florida.

No act of the parties hereto shall be construed as creating or establishing a partnership, or joint venture, of any type between University and User and neither party shall be authorized to commit or to obligate the other party without such other parties' prior written consent.

User accepts the use of the facilities and services on an "as is" basis and University makes no representations or warranties about their condition or fitness or use for a particular purpose.

User hereby represents and warrants that its use of University facilities and services as set forth herein will not be obscene, defamatory, violate any copyright or infringe upon the literary or any other rights of any person, firm, or corporation, including but not limited to, the right of privacy. User also represents and warrants that its use will not violate any governmental law, resolution, ordinance or regulatory act, and that it has obtained all necessary licenses, permissions and clearances.

If User fails to observe any term, condition or covenant of this Agreement, or if User shall fail to pay any sum required to be paid when same shall be due, University shall have the right, at its option, to terminate this Agreement upon notice to User.

University reserves the right to give its consent of all pictures which are of University property or which identify University, which consent may be withheld in University's sole and absolute discretion. Nothing herein shall grant to User any interests in or rights to use the University name, logo or trademarks without the prior written consent of University, which consent may be withheld in University's sole and absolute discretion.

If the University is unable to give User possession of the facilities on the specified date by reason of a force majeure event, the University shall not be subject to liability for failure to give possession. Under such circumstances, the User shall be entitled to a pro-rata return of any advance sum paid, or any other acceptable arrangement mutually agreed to by the parties. A force majeure event shall include fire, earthquake, hurricane, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the University.

USER

Authorized Officer

Title

Date

FLORIDA MEMORIAL UNIVERSITY

Executive Vice President for
Finance, & Administration

Date