



**Coral Gables Campus
Facilities Use Agreement**

Requesting organization’s name (“User”): _____

User’s person in charge & responsible for the event (or use): _____

Address: _____

City/State/Zip: _____

Phone: (____)____-____ Cell: (____)____-____

E-mail: _____

User’s alternate person in charge & responsible for the event (or use): _____

Address: _____

City/State/Zip: _____

Phone: (____)____-____ Cell: (____)____-____

E-mail: _____

Requesting organization’s on-site person in charge & responsible on day of the event: _____

Address: _____

City/State/Zip: _____

Phone: (____)____-____ Cell: (____)____-____

E-mail: _____

University Facility Coordinator: _____

Space desired: _____

Date(s): _____ Time: From __:__ To __:__

Description of event: _____

Purpose of function: _____

No. of participants: _____

Will minors be present at the event? If so, how many? _____

Security requirements: _____

Parking/Shuttle/Valet requirements: _____

Other event support (including set-up and cleanup) required: _____

Number of trash bins or recycle bins, if any, you require for this event: _____

All recyclable trash shall be properly sorted and placed in appropriate recycle bins.

Will any vendors be used for the event? If so, please provide details regarding each vendor and the services each vendor will provide: _____

Equipment desired? If so, please specify: _____

Will event be taped? Yes No

Will media be present? Yes No

Rental Fees:

Space rental fees: \$ _____

Equipment fees: \$ _____

Taxes applicable to the 2 items above: \$ _____

(Florida Sales & Use Tax is currently 7%; if tax exempt, User MUST attach certificate of exemption)

Parking and other labor fees: \$ _____

Security fees: \$ _____

Set-up and Cleanup fees: \$ _____

Reimbursable fees: \$ _____

Additional fees: \$ _____

Total fees for use of University facility: \$ _____

Will a charge be made for admission or will donations or contributions be solicited? Yes No

Please specify which: _____

If so, for what purposes will the proceeds be used? _____

Additional terms: _____

The use of any University facility is permitted only in accordance with the terms and conditions of this Facilities Use Agreement. This document does not constitute an agreement until executed by University’s Business Services representative AND the Facility Coordinator. A fully executed copy of this Facilities Use Agreement should be available to be shown to the site supervisor at time of admission and during the User’s event.

REGULATIONS

User, by signing this form, agrees to the following:

- a. User must make detailed arrangements with the particular facility coordinator of the University at least three (3) weeks in advance of the event.
- b. The University will not be required to provide any publicity or informational service or general business service for a prospective user.
- c. No smoking is permitted on University property.
- d. No alcoholic beverages of any kind may be brought onto University property unless authorized in writing by an authorized representative of the University prior to the event. In the event alcohol is permitted to be served, which shall be in University’s sole discretion, additional insurance requirements will apply, and User will be responsible for ensuring compliance with all applicable laws and licensing requirements regarding alcohol service and consumption.

- e. Gambling, gambling devices, raffles, bingo, or other games of chance are prohibited on University property unless authorized in writing by an authorized representative of the University prior to the event.
- f. User shall ensure that no disorderly or illegal conduct by any of its participants, representatives, or agents occurs.
- g. User will coordinate and cooperate with UM Police Department to review any required event security and develop a security plan, if required. The User will comply with and be responsible for all costs associated with the event security plan. The User will report all criminal acts to the UM Police Department by calling 305-284-6666 to ensure proper investigation and other reporting requirements, provided, however, that emergencies shall be reported by calling 911.
- h. User shall not injure, mar or allow any alteration to be made to any University property or equipment. User agrees to be responsible for the cost of repair or replacement of any University property lost, damaged, destroyed or defaced by those in attendance. The University will not assume any responsibility for the damage or loss of any merchandise or articles left in University facilities prior to, during or following the function.
- i. Prior to execution by the University for the use of space in any University building or on any University grounds or portion thereof for an activity, User shall furnish general liability insurance, covering claims for bodily injury and property damage, as well as any other liabilities of User which may arise under this agreement with limits of liability shall not be less than **\$1,000,000 per occurrence / \$2,000,000 aggregate**, and sexual misconduct liability insurance with limits of liability not less than **\$1,000,000 per occurrence / \$3,000,000 aggregate**. Such insurance shall designate “the University of Miami and its Board of Trustees, officers, directors and employees” as additional insured and shall provide that such insurance shall be primary over any other liability policy maintained by the University of Miami. User shall also ensure that any vendors engaged by User for the event shall carry the same insurance coverage. Evidence of such coverage shall be submitted to the University’s Risk Management department (1320 South Dixie Highway, Suite 1200, Coral Gables, FL 33146; phone: 305-284-3163; fax: 305-284-3405) at least two weeks prior to the requested date(s) for use of the facilities. This evidence of coverage shall be in the form of a “Certificate of Insurance” issued by the insurance company providing coverage. Additional insurance coverage may be required at the discretion of the University’s Risk Management department.
- j. To the extent there will be minors present at the event, the User must run background checks on all personnel, including, but not limited to, employees, volunteers or affiliates (“User Personnel”) working on the University of Miami’s premises. The User’s background checks must include a Level 2 screening, as that term is used in §435.04, Florida Statutes, which includes, but is not limited to, fingerprint checks through the Florida Department of Law Enforcement (FDLE) for statewide criminal history and the Federal Bureau of Investigation (FBI) for national criminal history. The background checks under this section must ensure that no User Personnel (1) has been arrested for and is awaiting final disposition of, (2) has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or (3) has been adjudicated delinquent and the record sealed or expunged for any of the violations set forth in §435.04(2)-(4), Fla. Stat. For the avoidance of doubt, this requirement applies to all staff, regardless of whether they are considered employees of User. This requirement is a material term of this Facilities Use Agreement, and the failure to fulfill this requirement in whole constitutes a material breach that will result in the immediate termination of this Facilities Use Agreement and the forfeiture of any monies already paid to the University of Miami, in addition to University pursuing any other rights and remedies available to it. As a signatory of this Agreement, and by initialing this section, you are certifying that User has fulfilled this requirement in whole and that all User Personnel have a clean Level 2 background screening as set forth above.
- k. User shall carry Workers’ Compensation insurance in an amount equal to the statutory limits established by the State of Florida for any and all employees of User. User shall also ensure that any vendors engaged by User for the event shall carry Workers’ Compensation insurance in an amount equal to the statutory limits established by the State of Florida for any and all employees of such vendor(s).
- l. User shall provide the Facility Coordinator with a list of all vendors and sponsors associate with User’s event at least 30 days in advance of the event. Under no circumstances may sponsors be healthcare companies, higher education institutions or companies which conflict with the University’s exclusive arrangements, either existing at the time of execution of this agreement or at the time of the event.
- m. Persons shall be admitted to the University of Miami facilities without regard to age, race, color, sex, religion, creed or national origin.
- n. User agrees that it shall conform to, comply with, and abide by all applicable laws, rules, regulations and ordinances of the United States, State of Florida, and City of Coral Gables, and any other applicable laws, rules, regulations, or ordinances, including, but not limited to, those set by the Fire Department. Failure to comply with this provision will be grounds for termination of the event and this Agreement. Individuals attending the event who fail to comply with laws, ordinances, rules and regulations are subject to removal from University property and issuance of

- trespass warnings.
- o. User, or its vendor(s) on Users' behalf, must obtain all required permits from the City of Coral Gables pertaining to their event: structural permits for tents, plumbing permits (if using portable restroom facilities), electrical permits (for tent lights, electrical outlets, etc.), and all other necessary permits that apply to the event. Application for permits can be obtained from the University's Facilities Management Department located at 1535 Levante Avenue, Coral Gables, Florida 33146; phone: 305-284-3051. User shall be required to locate utilities and will not be allowed to drive stakes in the ground without prior approval from Facilities Management. For structural tent set-ups, user shall be required to locate utilities and will not be allowed to drive stakes in the ground without prior approval from Facilities Management.
 - p. The University has installed a lightning prediction system which is designed to predict lightning strikes within a defined geographical region. When the conditions for a lightning strike exist, the system will give a 15-second blast from a cluster of horns (sirens) which can be heard about ½ mile away. At the same time, a yellow strobe visible from certain areas will activate and stay on until the danger has passed or at least 10 minutes after the last detection of lightning. During this alarm state, those outdoors are strongly advised to seek appropriate shelter. Those who remain do so at their own risk. Once the potential for a lightning strike has passed, the system will activate horns for an all-clear signal—three short (5 second duration) blasts—and the strobe light will cease functioning. The system will regularly be in effect during the hours of 7 am to 11 pm.
 - q. The User is responsible for any and all costs associated with its event. All rental and other fees must be paid prior to the scheduled date of use unless other arrangements are made in writing with the Facility Coordinator. In the event alternate arrangements are made, any fees which are reimbursable by User to University must be paid within 30 days after use of said facility. User is responsible for any and all costs associated with damage to University property, including, but not limited to, its grounds, trees or shrubs, as a result of User's event.
 - r. User must adhere to hours applicable to space for which agreement applies.
 - s. In compliance with local fire codes, the University reserves the right to limit the number of persons who may enter the facility during the term of this Agreement.
 - t. User shall not block aisles, fire exits, lobbies, passageways or doorways. User agrees not to use, store or permit to be used or stored in or on any part of the University premises any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida. Any illuminating oils, candles, lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind will not be permitted on University property without University's consent.
 - u. Special additional regulations may apply for the use of a facility which will be made available by the Facility Coordinator. Additional regulations should be attached to this Agreement.
 - v. User shall be solely responsible for the safety and welfare of its vendors, agents, employees, guests and the attending public.
 - w. User shall not use the University's name or logos in any form or manner; nor will it state or indicate that the University endorses or approves the event(s) or any User products. **NOTE: Any advertising in conjunction with User's event must contain the following language: "This program, while located at the University of Miami, is neither the responsibility of, nor endorsed by, the University of Miami."**
 - x. This Agreement is non-assignable.
 - y. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in University facilities.
 - z. Late cancellations or a "no show" for a scheduled facility use may be grounds for termination or restriction of future use privileges. User shall remain responsible for any rental fees associated with the event.
 - aa. In event of the failure of the User to comply with any covenant or term of this Agreement, the University shall have the right to immediately terminate this Agreement by verbal notice to User or its representative. Such termination may result in the forfeiture by User of any fees paid through the date of termination. In the event unforeseen circumstances require University to terminate this Agreement, University shall refund the User the rental fees paid through the date of termination. The User may terminate this Agreement in advance of the actual commencement of the event upon 30 days' written notice to the University. In the event of such termination by User, the User shall be refunded the rental fee minus any non-refundable deposits. Termination by User upon less than 30 days' notice may result in forfeiture by User of any fees paid through the date of termination.
 - bb. Violation of any of these regulations resulting in cost or expense to the University will subject User to liability for such cost and expense, including attorney's fees, and will result in denial of future requests for use of University property.
 - cc. The University reserves the right in the exercise of its sole discretion to rescind and cancel this agreement at any

- time and for any cause whatsoever.
- dd. The University retains all concession rights, unless otherwise specified in writing, and the User may not engage in any selling of any items except programs without University's prior agreement.
 - ee. The User must notify the University Facility Coordinator at least three (3) weeks prior to the event of the User's reasonable expectation of attendance at the event and the User's requirements for security. The User shall be responsible for notifying University of any security required at the event in all areas contracted for under this Agreement. However, the determination of the need and amount of security for an event shall be within the University's sole discretion. The University reserves the right to require security for the event above and beyond listed security requirements, to be paid by the User, if cause has been identified.
 - ff. The University of Miami Emergency Notification Network (ENN) is the comprehensive communications solution that allows the University to quickly disseminate an urgent message through multiple mediums. If there is a condition which significantly threatens the health and safety of persons on campus, University officials will warn the campus community using one or more communication methods. If you are notified of a campus emergency during your event, you and your staff should get more information by going to www.miami.edu/prepare or by calling the campus emergency hotline at 1-800-227-0354. If you host events on a routine basis at the University of Miami and would like to receive ENN alerts via text, email and voice calls to your cell phone, please contact the University of Miami Office of Emergency Management at 305-284-8005.
 - gg. User is responsible for understanding its role in the event of an emergency. The University of Miami Emergency Guide provides guidelines regarding what to do during an emergency. A PDF copy of the Guide can be downloaded from the Emergency Preparedness website at www.miami.edu/prepare. You may also contact the University of Miami Office of Emergency Management at any time by calling 305-284-8005. For all life-threatening emergencies, please call 911.

This Agreement must be executed by User and the Facility Coordinator prior to submission to Contract Administration.
The Facility Coordinator should submit this Agreement via conga.miami.edu, along with the User's Certificate of Insurance.

All payments must be made in accordance with the payment instructions provided by the Facility Coordinator. Payments not received by the payment deadline may result in cancellation of the event and this Agreement. If paying by check, please make checks payable to the "University of Miami," and mail or deliver them to the Facility Coordinator two weeks prior to the scheduled date of use.

I agree on behalf of the above organization that all agents, employees, members and guests will observe the provisions and regulations contained herein, and any other rules or regulations which relate to the use of University property, and User and I, individually and on behalf of User, assume full financial responsibility for and release, indemnify and hold harmless the University of Miami, its trustees, officers, employees and agents from and against any and all losses, claims, demands, damages, actions or causes of action of whatsoever kind and nature, liability and expenses, including attorney fees arising out of injury or death to persons or damage to property connected with or arising out of the use of facility or activities of User, its agents, employees or guests.

[signatures on the following page]

USER (insert name below):

Signature: _____

Representative Name: _____

Representative Title: _____

Date: _____

UNIVERSITY OF MIAMI

Coral Gables Facility Coordinator:

Signature: _____

Name: _____

Title: _____

Date: _____

Contract Administration:

Signature: _____

Name: _____

Title: _____

Date: _____