

LOCATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ between The Florida International University Board of Trustees ("FIU"), a public body corporate, and _____, a _____ [corporation/partnership incorporated in the State of _____] ("USER") whose address is _____.

RECITALS

WHEREAS, FIU has control of the following described premises ("Premises"):

Location(s): _____
Florida International University
Address: _____

[CONFIRM ALL INTERESTED PARTIES HAVE APPROVED, INCLUDING MARKETING DEPT, POLICE, AND RELEVANT LOCATIONS, SUCH AS GRAHAM CENTER, ATHLETICS FOR ARENA, AND THE LIKE]

WHEREAS, USER wishes to use the Premises for the purpose of _____; and

WHEREAS, FIU is willing to permit USER to use the Premises upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties do agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. **Use of Premises.** USER may use the Premises for the purpose(s) set forth herein on the following date(s) and during the following time(s):

Date: _____
Time: _____

FIU reserves the right to reassign this reservation to similar facilities if the needs of FIU require such a reassignment.

3. **Compensation.** USER agrees to pay FIU the sum of \$_____ for the rights granted under this Agreement, whether the Premises are actually used for the full time granted or not.

4. **General Conditions of Use.** User agrees as follows:
 - a. USER, its employees, agents and invitees are responsible for the proper use and care of any FIU property. The USER will be liable for the replacement cost of any FIU property which is damaged, destroyed or lost.
 - b. USER agrees to clean up or restore the Premises immediately after usage to the same condition provided to USER prior to its use of the Premises. Costs will be assessed for clean up by FIU if USER's clean up is not satisfactory.
 - c. USER acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the use contemplated under this Agreement. USER shall abide by all governmental rules, and regulations in its use of the Premises.
 - d. USER agrees to perform its promotional and all related activities in the least intrusive manner so as not to disturb the atmosphere of the campus and the educational activities therein.
 - e. USER agrees that there will be no pyrotechnics, stunt shots, or other dangerous or hazardous activities undertaken in or about the Premises.
 - f. USER agrees to comply with all FIU parking rules and regulations.
5. **Third-party Releases.** USER agrees that no filming or photography of students, faculty, or staff will be done without specific written releases from such persons. USER Agrees to use a form of release in substantially the form attached hereto as Exhibit A.
6. **Security.** USER shall be solely responsible for the security of its equipment and that of its personnel and invitees on FIU property. In the event that the USER desires special security services or measures the provisions of services or measures shall be determined between the USER and the FIU Public Safety Department. The USER is responsible for costs of such special security. FIU reserves the right, due to the nature of extent of USER's activities, to require the hiring of off-duty FIU Public Safety Officers to insure the orderly flow of pedestrians and traffic around the site.
7. **Limited Non-Exclusive License Rights.** FIU agrees to provide USER with a limited, non-exclusive license use the registered names, logos, and trademarks of FIU and/or the photographic images of FIU's campus, facilities, buildings, signage, property, and its trademarks and/or logos ("FIU Intellectual Property"), subject to section 8 below, solely for the limited purpose of the filming expressly identified under this Location Agreement. USER must obtain advance written approval from an authorized University and Community Relations representative for use of the FIU Intellectual Property on any print materials and/or logo applications. USER agrees that all right, title, and interest in and to the FIU Intellectual Property is and shall remain the sole and exclusive property of FIU and that USER shall acquire no rights therein by reason of this Agreement other than this limited non-exclusive license. If for any reason USER obtains any rights in the FIU Intellectual Property, USER hereby assigns all right, title, and interest in and to the FIU Intellectual Property to FIU. USER further agrees that it shall not portray FIU or use the FIU Intellectual Property in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate FIU or the FIU Intellectual Property with content related to tobacco, alcohol, illegal drugs or sexually explicit material. To the extent FIU is conferring video and/or photographic rights herein, FIU, in its sole discretion, enjoys the right to reject the use of

the FIU Intellectual Property if depicted in a manner that does not conform to publishing standards, is misleading, or is inconsistent with FIU's policies or principles. USER will not sell, display or otherwise use the FIU Intellectual Property in any manner except for the limited purposes stated herein.

[PARAGRAPH #7 MUST BE CONFIRMED WITH UNIVERSITY AND COMMUNITY RELATIONS]

8. **Filming of Works of Art.** USER acknowledges that many of the sculptures or other works of art located throughout the campus are on loan to FIU and understands that FIU does not hold or own any copyrights related thereto. Producer agrees to obtain the advance consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited on FIU property. Producer agrees to release, indemnify and hold harmless FIU from and against any third-party claim relating to the unauthorized use, filming, taping, recording or photographing of any work of art located on FIU property.

9. **Insurance.** 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 per occurrence, and (ii) workers compensation insurance as required by all applicable workers compensation laws, for its protection and the protection of the University. The certificate shall indicate that the policy carries an endorsement 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 company's 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 of FIU at least thirty (30) days prior to the effective date of cancellation. USER shall furnish to FIU proof of coverage no less than fourteen (14) days prior to use date(s).

The 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 agents and/or subcontractors on the Premises. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover USER liability.

10. **Indemnification.** USER shall release, indemnify, defend, and save harmless FIU, The Florida International University Board of Trustees, the Florida Board of Governors, the State of Florida, their respective trustees, officers, directors, employees and agents from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the Premises for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and

against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of FIU, The Florida International University Board of Trustees, The Florida Board of Governors and the State of Florida as are provided for by law. This provision shall survive the termination of this Agreement.

11. **No joint venture.** It is expressly understood that by making the Premises available, FIU is not entering into any type of joint venture agreement with USER, nor is it acting as an agent of or for USER.
12. **Termination.** If USER fails to fulfill any obligation specified in this Agreement, or the intended use or activity to be conducted is not as described in this Agreement, FIU may cancel this agreement, upon written notice to USER. FIU shall have no liability for such a cancellation.
13. **Force Majeure.** FIU does not guarantee the uninterrupted use of the Premises as contemplated under this Agreement, in the event that the use of the Premises 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, 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, or alterations which FIU determines in its sole discretion must be made.
14. **Miscellaneous.**
 - a. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in other party's sole discretion.
 - b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.
 - c. **Severability.** If any Agreement 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 shall be 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 of 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. **Compliance with Applicable Laws.** The parties shall comply with all federal, state and local laws in performing the Agreement terms.

- h. **Entire Agreement/Amendments.** The Agreement, as amended herein constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

For and on the behalf of USER:

**The Florida International University
Board of Trustees**

Name
Title

Name
Title

Date: _____

Date: _____

Exhibit "A"

CONSENT AND RELEASE FORM

I hereby authorize and irrevocably grant _____(USER), and those acting pursuant to its authority to:

- (a) Record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium.
- (b) Use my name in connection with these recordings.
- (c) Use, reproduce, exhibit or distribute these recordings in perpetuity in any and all media throughout the universe (including but not limited to print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that FIU and/or the USER, and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use.

I hereby release The Florida International University Board of Trustees ("FIU"), the Florida Board of Governors, the State of Florida, its directors, officers, employees, agents, successors and assigns and the USER from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may hereafter have from liability for any violation of any personal or proprietary right I may have in connection with such use of my likeness, voice, or name in any medium. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU. I have read and fully understand the terms of this release.

Name: _____

Address: _____

Phone: _____

Signature: _____
(Parent/Guardian Signature (if under 18))

Date