

**PREMISES USE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between The Florida International University Board of Trustees, on behalf of Florida International University ("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  
University Park  
Miami, Florida 33199

**[CONFIRM ALL INTERESTED PARTIES HAVE APPROVED, INCLUDING 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) 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 by User 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 activities related to its use of the Premises 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. **Security.** USER is 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 or extent of USER's activities, to require the USER to hire off-duty FIU Public Safety Officers to insure the orderly flow of pedestrians and traffic around the site.
6. **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 of Premises 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 accepts the Premises "as is." 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 be adequate to cover USER liability.

7. **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, and 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.
8. **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 nor is USER acting as an agent of or for FIU.
9. **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. FIU may also cancel this Agreement without cause upon sixty(60) days' written notice to USER.
10. **Force Majeure.** FIU does not guarantee the uninterrupted use of the Premises as the use of the Premises may be suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, or by reason of any other cause beyond FIU's control.
11. **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 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 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 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: \_\_\_\_\_