

## LOCATION AGREEMENT

THIS LOCATION 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 S.W. 8<sup>th</sup> Street, Miami, Florida 33199 (Attn.: \_\_\_\_\_; email address: \_\_\_\_\_), and \_\_\_\_\_ ("USER"), whose principal business address is \_\_\_\_\_ (Attn.: \_\_\_\_\_; email address: \_\_\_\_\_), for the use by USER of certain premises under the control of FIU for the purpose described herein.

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

2. **Use of Premises.** USER may use the Premises solely for purpose of \_\_\_\_\_. FIU reserves the right to reassign this reservation to similar facilities if the needs of FIU require such a reassignment.

3. **Term/Time-Frame.** USER shall be authorized to use FIU's Premises during the following date(s) and time-frame(s):

Dates: \_\_\_\_\_  
Times: \_\_\_\_\_

4. **Compensation.** USER shall pay FIU the following compensation for use of FIU's Premises:

- a. Use Fee: \_\_\_\_\_
- b. Payment Terms: Prior to USER entering in the Premises for purpose hereunder.
- c. Payments should be sent to: PC519 Florida International University.  
Address: 11200 SW 8th St. PC519, Miami, FL 33199  
All checks should be made payable to: Florida International University

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

a. USER, its employees, contractors, agents, representatives, invitees and/or 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. 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 USER's use of the Premises for the purpose described herein.

b. 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 cleanup/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 USER's use thereof shall be deemed abandoned, shall not be stored by FIU, and will be disposed of at the discretion of FIU.

c. 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. 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. USER agrees to perform the 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.

f. 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. Upon FIU’s request, USER will provide copies of any such permits, licenses and/or insurance.

g. 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. USER shall not conduct sales of any type on the Premises, including, but not limited to, food, merchandise or services, unless permitted in writing by an FIU authorized representative.

i. 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, stunt shots, or other dangerous or hazardous activities undertaken in or about the Premises.

j. All FIU locations are smoke-free, and smoking and/or use of any tobacco product is prohibited in all areas of all FIU locations. USER may not smoke traditional or electronic cigarettes, cigars, or pipes (including hookah or vaping) on any FIU location, including inside the Premises.

6. **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 and made a part hereof as Exhibit “A” to this Agreement. To the extent applicable, USER represents and warrants that it has or will obtain such required releases and agrees to indemnify FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees. Without limiting the foregoing, USER further acknowledges, warrants and represents that no FIU student, faculty or staff filmed or photographed, as contemplated herein, shall be filmed or photographed wearing FIU gear or any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU unless otherwise authorized in writing by FIU.

7. **Security.** USER is solely responsible for the security of all property, equipment, materials and any other items that it or its contractors, agents, or other representatives bring onto the Premises. USER shall also be solely responsible for the security of its employees, contractors, agents, representatives, invitees and other guests on the Premises. 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 Police 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 Police Officers to insure 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. Without limiting any other obligation of USER under this Agreement, USER shall, and shall cause the USER PARTIES to, strictly abide with FIU's policy regarding firearms and dangerous weapons, available at <https://policies.fiu.edu/files/32.pdf>.

8. **Limited Non-Exclusive License Rights.** FIU agrees to provide USER with a limited, non-exclusive license to use the photographic images of the Premises (the "FIU Intellectual Property") solely for the limited purpose of the filming expressly identified under this Agreement, subject to section 9 below and provided that the product of any such filming does not include FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU (including, but not limited to, any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU on any clothing or other gear worn by individuals, if any, or on any other objects filmed as part of the filming contemplated herein). 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. USER further agrees that it shall not portray or use the FIU Intellectual Property in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate the FIU Intellectual Property with content related to tobacco, alcohol, illegal drugs or sexually explicit material. USER will not sell, display or otherwise use the FIU Intellectual Property in any manner except for the limited purpose stated herein. Additionally, User acknowledges, agrees and understands that this Agreement does not confer upon User any rights to use the name, logos, marks and/or likeness of FIU unless otherwise authorized in writing by FIU.

9. **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. USER agrees to obtain the advance written consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited on FIU property. USER 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.

10. **Parking at the Premises.** FIU reserves the right to provide and control all parking on FIU's premises required in connection with USER's use of the Premises. FIU may charge a parking fee to USER, its employees, contractors, agents, representatives, invitees and/or each of its participants as part of the Use Fee paid by User hereunder. All parking revenues and all parking rights shall belong to FIU. As provided above, USER, its employees, contractors, agents, representatives, invitees and/or each of its participants 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 do not constitute a license or grant any permission to violate parking rules and regulations of FIU.

11. **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 USER's use of the Premises.

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 USER's use of the Premises.

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.

12. **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 USER's use of the Premises 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 its use of the Premises, by reason of any defect, deficiency, failure or impairment of the Premises, including, but not limited to, the water supply system, air conditioning 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 USER's use of the Premises.

This provision shall survive the termination of this Agreement.

13. **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.

14. **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.

15. **ADA/Non-Discrimination.** USER shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled guests, invitees and employees, 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 USER's intended use. 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 on FIU's Premises any disabled individual who is a guest, invitee, or employee of USER and from and against any orders, judgments or decrees which may be entered pursuant thereto. 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 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.

16. **Unmanned Aircraft Operations.** If USER intends to use any unmanned aircraft system (“UAS”) in connection with this Agreement, USER shall abide by the following provisions:

a. USER, its employees, contractors, agents, representatives, and invitees shall comply with each of the following terms and conditions related to utilizing a UAS on FIU property: (a) the UAS must be registered with the Federal Aviation Administration (“FAA”); (b) **all operations of UAS must comply at all times with all local, state and federal laws and regulations, including, without limitation, the FAA’s Small UAS Rule (Part 107), and USER is solely responsible to ensure compliance with all relevant laws and regulations;** (c) prior to the flight(s), USER shall provide evidence that minimum FAA pilot certification requirements have been met; (d) USER shall operate the UAS only on public areas of FIU property and in no other areas without the prior written consent of FIU, which consent may be withheld in FIU’s sole discretion; (e) USER is responsible for, and shall obtain at its sole expense prior to the flight(s), all authorizations, permits and licenses which are required by local, state and federal laws and regulations for the operation of the UAS, including, without limitation, any prior authorizations that may be required from the FAA; (f) USER is hereby notified that (i) FIU’s Modesto Maidique Campus and Engineering School Campus are located less than 5 miles from the Miami International Airport and are entirely within the Class B Surface Area requiring FAA authorization to fly, and (ii) Miami-Dade County ordinances may prohibit ground operations within Miami-Dade County parks; and USER shall be solely responsible for obtaining all applicable authorizations, permits and approvals; (g) USER is responsible for the proper use and care of any FIU property, and USER will be liable for the repair and/or replacement cost of any FIU property which is damaged, destroyed or lost, resulting from USER’s operation of the UAS; (h) USER shall provide to FIU a photo of the UAS prior to any flight, and the registration number must appear on the UAS; and (i) USER shall perform the activities contemplated under this Agreement in the least intrusive manner so as not to disturb the atmosphere of the FIU location and the educational activities therein (and if any such activities prove intrusive or disruptive, USER shall immediately cease operations until such time that USER can demonstrate to FIU’s satisfaction that it can proceed in a manner that is not intrusive or disruptive to FIU).

b. USER shall maintain aviation liability insurance on a UAS policy form (“drone liability insurance”) with minimum limits of \$1,000,000 per occurrence. Said policy shall be in accordance with the terms and conditions set forth in Section 11 of this Agreement.

17. **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. 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 the activities provided for herein and for supervising its employees, contractors, agents, representatives, invitees and guests at all times.

n. 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.

o. 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.

p. Conflict of Interest. USER represents that it has no employee who has, or whose relative has, a relationship with FIU, in a manner that 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.

q. 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.

r. 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.

s. Notice. Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth in the opening paragraph by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) facsimile transmission with confirmed receipt, or (d) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. A notice given by an attorney representing the party to this Agreement shall be deemed to be given by such party.

***[SIGNATURE PAGE FOLLOWS]***



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:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIU:**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by (Department/Unit):**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Unit: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
**Photographic/Film Consent & Release Form**

I hereby give my consent to \_\_\_\_\_ and The Florida International University Board of Trustees ("FIU"):

(a) to record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my name in connection with these recordings; and

(b) to use, reproduce, exhibit or distribute these recordings in whole or in part 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 those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use.

I hereby release \_\_\_\_\_ and FIU 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, and expressly waive any rights to privacy I may have under the Family Educational Rights and Privacy Act ("FERPA") and/or §1002.22, Fla. Stat. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU and those acting pursuant to its authority.

**I have read and fully understand the terms of this release.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Youth under 18 must have parental signature.**