



Coral Gables Campus
Revocable Agreement for Use of University Facilities

Requesting organization's name: _____ ("User")
Requesting organization's person in charge & responsible for the function (or use) _____
Address: _____ Phone #: _____
City/State/Zip: _____
University Facility Coordinator: _____
Building desired _____ Rooms desired: _____
Date(s) _____ Time: from _____ to _____
Description of event: _____
Purpose of function: _____
Security requirements: UM _____ Other _____ None _____ No. of participants: _____
Parking requirements: _____
Equipment desired: _____
Is taping required? ___ Yes ___ No Form of payment: _____
Building/Room/Field rental fees \$ _____
Equipment fees \$ _____
Any applicable taxes including Florida Sales & Use Tax \$ _____ (Florida Sales & Use Tax currently 7%)
on the 2 items above If tax exempt, MUST attach certificate of exemption
Estimated labor fees (including preparation) \$ _____
Security fees \$ _____
Clean-up fees \$ _____
Reimbursable fees \$ _____
Additional fees \$ _____ Specify: _____
Total fees for use of University facility \$ _____
University account to be charged: _____ University account to be credited _____
Will a charge be made for admission or a donation or contribution solicited? ___ Yes ___ No Which: _____
If so, for what purposes will the proceeds be used _____
Additional terms: _____

The use of any University facility is permitted only by an agreement revocable by the University of Miami at any time without notice or cause. This document does not constitute an agreement until executed by the Vice President for Business Services AND the Facility Coordinator. This executed agreement must be available to be shown to the building supervisor at time of admission to building.

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 in any part of the building.
d. No alcoholic beverages or gambling devices of any kind may be brought onto any University property unless authorized in writing by the Vice President for Business Services.
e. Three (3) weeks prior to the event the University Public Safety Office at the Coral Gables campus (305/284-6666) must be notified of the security requirements.
f. 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.
g. 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.
h. 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 for which admission is charged, or when it is deemed necessary by the University Vice President for Business Services, User shall furnish public liability and property damage insurance in the amounts set forth below. Such insurance shall designate User and the University of Miami, Board of Trustees, officers and employees of the University as named insured and shall provide that such insurance shall be primary over any other liability policy maintained by the University of Miami. Evidence of such coverage shall be submitted to the Risk Management Office at 1507 Levante Ave., Room 333, Coral Gables, FL 33146, phone 284-3163; fax 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; the limits of liability shall not be less than **\$1,000,000 Combined Single Limits (CSL)**.

- i. User shall carry Workers' Compensation insurance in an amount equal to the statutory limits established by the State of Florida for any and all workers.
- j. Persons shall be admitted to the University of Miami facilities without regard to age, race, color, sex, religion, creed or national origin.
- k. User agrees that it shall conform to, comply with, and abide by all the laws of the United States and the State of Florida, the rules and regulations of jurisdictional government boards and bureaus, including the regulations of the Fire Department. Failure to comply with this provision will be grounds for termination of the event.
- l. User must obtain all required permits from the City of Coral Gables pertaining to their event: structural permits for tents, plumbing permits (if using port-a-potties, crowd pleasers, etc.), 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 Administration office located at 1535 Levante Avenue, 2nd floor, Coral Gables, Florida; telephone number 305-284-3051.
- m. 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 on athletic fields 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. If you have any questions about the system, please contact Public Safety at 305-284-6666.
- n. The User is responsible for any and all costs in connection with the presentation of the function set forth herein. All facility fees must be paid prior to the scheduled date of use unless other arrangements are made in writing with the individual facility coordinator. The reimbursable fees will be paid within 30 days after use of said facility.
- o. User must adhere to hours applicable to space for which agreement applies.
- p. 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.
- q. Special additional regulations may apply for the use of a facility which will be made available by the particular facility coordinator. Additional regulations should be attached to this Agreement.
- r. User shall be solely responsible for the safety and welfare of its agents, employees, guests and the attending public.
- s. User shall not use the University's name in any form or manner nor will it state or indicate that the University endorses or approves any event(s) or products.
- 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 the premises.
- u. This Agreement is non-assignable.
- v. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in University facilities.
- w. Late cancellations or a "no show" for a scheduled facility use may be grounds for termination or restriction of use privileges.
- x. In event of unforeseen occurrences or 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. The User may terminate this Agreement in advance of the actual commencement of function upon ____ days written notice to the University. In the event of such termination, the User shall be refunded the Use fee, prorated according to any actual occupancy and use.
- y. 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 fees, and will result in denial of future requests for use of University property.
- z. 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.
- aa. 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.
- bb. 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.

**NOTE: If the Requesting Organization is a non-University organization, any advertising in conjunction with the 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."**

All copies of this Agreement must be executed by User and Facility Coordinator prior to submission to the Vice President for Business Services, 1507 Levante Avenue, Room 327, Coral Gables, FL 33146. Please make checks for all fees 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.

USER

UNIVERSITY OF MIAMI

Print Name: _____
Signature: _____
Title: _____
Date: _____

Coral Gables
Facility Coordinator: _____
Print Name

Signature: _____
Title: _____
Date: _____

APPROVED: Alan J. Fish, Vice President, Business Services

Signature: _____
Date: _____