FACILITY USE AGREEMENT #Camp - ________________
(Athletic Department Staff Sports Camps, Clinics, Events or Tournaments)

THIS AGREEMENT is made and entered into this ________________(day), ________(month/year), by and between The Florida International University Board of Trustees on behalf of its Athletics Department (“FIU”) and __________________ (“User”) authorized to do business in the State of Florida, with offices at _________________________.

RECITALS

WHEREAS, FIU has control or ownership of the premises described (“the Premises”);

Whereas, USER wishes to use the Premises described for the purpose of (event type).

WHEREAS, FIU is willing to permit User to use the Premises under the terms and conditions of this Agreement, NOW, THEREFORE, the parties agree as follows:

A. Use of Premises, Use Period, Condition and Care of Premises.

User may use the Premises for the purpose of holding ___________________________ and all ancillary activities associated with this (“Event”) on the Premises on ______________________ (“Use Period”) and for no other purpose. FIU reserves the right to reassign this reservation to similar facilities if the needs of FIU require such a reassignment. User is granted non-exclusive use of the Premises; use of stairways, elevators and hallways designated by the University and deemed necessary and appropriate for access to and from the Premises.

1. User acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the activities contemplated under this Agreement.

2. The User, its employees, agents and invitees are responsible for the proper use and care of the Premises. User agrees to be responsible for and pay the costs of repair or replacement of any FIU property damaged, destroyed or lost that may be necessitated as a result of the use of the Premises by User, reasonable wear and tear customary for such Events excepted.

3. User agrees to remove all of User's property or other effects immediately after the completion of Event. Any property that is left in, on, or around the Premises by User after a period of 7 days following the Use Period shall be deemed abandoned and become the property of FIU to be used or disposed of at the discretion of FIU. User agrees that FIU shall not be responsible or liable for any items left in the Premises at the conclusion of User's use of the Premises.

4. FIU shall have the right to manage, control, and enter upon the Premises at any time during the Use Period, as it deems reasonably necessary to enforce all rules and regulations and/or applicable law.

5. User warrants and represents that it has procedures in place for ensuring the safety and security of its campers and an emergency/crisis response plan appropriate for its operations. User is solely responsible for the conduct of its operations and for contacting police in the event of an emergency.

B. User Fees.

1. Basic Facility Rental Fee:
   a) User will be charged a Facility Usage Fee of $1 (one dollar) per participant/per day. The $1 fee will be applied to all camps, clinics, event or tournaments, whether it is a partial day, team event, or if the facility is shared due to unfavorable weather conditions or scheduling conflicts.
   b) The Usage Fee will be assessed using the number of participants on the first day of the event multiplied by the total number of days for the event, per this contract.
   c) The compliance audit will be used to assess the number of first day participants.
   d) Tournaments may be assessed differently if, as a result of the tournament bracket format, it can be demonstrated that the number of participants is reduced each day after the first day. This will be assessed on a case-by-case basis.

2. Athletic Trainer and Medical Staffing Fee:
   a) Each sports camp, clinic, event or tournament using FIU facilities is required to use a certified athletics trainer with first aid and CPR/AED certification. The provision of medical staffing, first aid, transportation and insurance of injured participants and all related matters are the responsibility
of the User. The standard athletic trainer fee will be $50 for a half day, and $100 for a full day. Overnight resident hall coverage will require an additional $50 per day.

b) Medical staffing of sports camps, clinics, events or tournaments is the responsibility of the User. FIU Sports Medicine will help with acquiring medical staffing if needed.

c) One certified athletic trainer is required for every 100 campers. Multiple sites may require additional coverage. Each additional off participants sites requires coverage.

d) Certified Graduate Assistant athletic trainers should be paid directly at the rate of $50 for a ½ day and $100 for a full day. Overnight dorm coverage will require an additional $50.

e) Full time staff Athletic Trainers that are hired to work events will be contracted at a mutually agreed upon rate and those staff members will be required to use vacation for days worked in the events.

f) Some sites may be covered by floating medical coverage where direct supervision is not required, radio communication may be sufficient for certain camps with more than one venue in close proximity to each other.

g) The FIU athletic training staff is not available to care for injured event participants unless previously hired specifically for said event.

h) User should have a plan for transporting injured participants to the nearest Hospital or other appropriate medical facility. User should be sure to have all insurance information on hand and to have a person designated to transport participants. The Athletic Trainer covering your event must not leave the remaining campers unattended to take an injured participant to a medical facility. If EMS is the designated transportation, contact the athletic trainer for the emergency action plan on file for that particular venue.

3. Additional Fees include, but are not limited to:

a) **Event Personnel:** FIU shall furnish, at User’s sole cost and expense, the Event Personnel (“Event Personnel”), including ticket takers, ushering staff, security, emergency services (“EMS”), box office personnel, installation personnel, and the like. Event Personnel also includes FIU personnel which shall be provided at User’s sole cost and expense if in the estimation of the Athletics Director or his designee (initially designated as Wes Hardin) such personnel is required (the “FIU Event Staff”). FIU Event Staff includes, but is not limited to, event supervisors, cleaning/janitorial staff, office attendants, grounds men, laborers, technicians, control room production staff, and all other personnel reasonably necessary for the proper conduct of the Event.

b) **Security:** User acknowledges that although FIU’s Public Safety Department provides normal routine patrol of all areas of the University, FIU cannot guarantee security to the Premises. The User shall be solely responsible for the security of its equipment and that of its personnel and invitees on FIU property. FIU shall furnish, at User’s sole cost and expense, police and/or security and/or parking officers as deemed necessary by Athletics Director or his designee for traffic, parking, crowd control and general safety. If, during the course of the Event, FIU reasonably determines that security for the Event is insufficient for proper crowd control, then FIU may summon such additional officers as are deemed reasonably necessary. User shall be responsible for payment of such additional security at the same rate as User has agreed to pay for other security personnel for the Event. In the event that off-duty police officers are summoned, then the compensation shall be based on the greater of four (4) hours or the actual time devoted to the Event.

c) **Field/Court Markings:** FIU agrees to provide proper field/court markings designated by User’s requirements at User’s expense. Such requirements shall be furnished to FIU in writing and must be agreed upon by FIU no less than one month prior to Event date. If additional markings are necessary to return the field/court to its previous state, i.e. football and volleyball markings, User agrees to assume all such additional costs.

d) **Utilities:** FIU shall furnish and User shall pay as an Additional Charge, electric, utility power, lighting, water, and drainage services as presently installed for the Premises during the Use Period covering this Agreement. User expressly waives any and all claims for compensation for any and all losses or damages sustained by reason of any defect, deficiency, failure or interruption of the above or any other utility service.
e) **Equipment**: User must submit a list of all equipment requested from FIU on a rental basis, in writing no later than one month prior to the Event date. Such equipment will be made available only with the express written consent of FIU prior to set-up and use on the Premises. User assumes the sole cost and expense for rental, set-up and removal of all equipment provided by FIU. Any other equipment User intends to utilize for the Event must also be approved in writing by FIU prior to setup. Athletic training room equipment and facilities are not available for treatment or services to event participants or staff and are off limits.

f) **Premises Damages**: User agrees to be fully responsible for any damages to the Premises caused by the User and/or its officers, agents, representatives, employees, invitees or persons contracting with User. The inspection of the facility will be conducted within two business days upon completion of the Event.

C. **Payment Terms and Conditions.**
1. Payment shall be paid in full no later than thirty (30) days after the Use Period. Checks shall be made payable to “FIU Athletics Department.”
2. All payments to “FIU Athletics” shall be made via cashier’s check or money order.
3. User is solely responsible for any taxes due under this Agreement, including but not limited to the payment of all sales taxes owed to any governmental authority in connection with sales from the Event.

D. **NCAA Athletics Compliance.**
All of the documentation listed below should be completed, submitted and approved by the ACO.
1. An ACO Event Brochure Approval Form should be submitted and approved prior to the brochure being printed and/or distributed.
2. An ACO Event Advertisement Approval Form should be submitted and approved prior to any advertisement of the event.
3. An ACO Free or Reduced Admission Form should be completed and submitted at least a week prior to the event.
4. An ACO Athletics Compliance Audit must be completed for each event conducted. Audits should be submitted to the Athletics Compliance Office no later than 10 business days after the completion of the event.

E. **Food and Beverage Concessions.**
This agreement shall not grant to the User any food, tobacco, and beverage concession rights, which belong solely to FIU. Accordingly, the sale of all food or beverages except by FIU and/or FIU’s concessionaire(s) is strictly prohibited.

F. **Novelties and Merchandise.**
User shall have the right to sell, or give away, all non-consumable merchandise of all types or descriptions, including but not limited to, licensed merchandise, souvenirs, novelties, premiums, magazines and programs at the Premises on each Event day, except for FIU trademarked items. All concessionaires engaged by User for this purpose shall be granted access to the Premises in order to deliver their supplies, to set up and to render their services. FIU shall provide sufficient space and reasonable time for such purposes. User shall have the right to set prices (if any) for such merchandise, and shall retain all revenues (if any) therefrom, except for FIU trademarked items. FIU retains the right to sell all FIU trademarked items at all Events.

G. **Parking.**
FIU reserves the right to provide and control all parking at the Events. FIU may charge a parking fee to Event patrons. All parking revenues and all parking rights shall belong to FIU. User and all Event participants and invitees must abide by all FIU parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization, and the like. The USER recognizes that these special arrangements do not constitute a license or grant any permission to violate parking rules and regulations of FIU.

H. **Admissions.**
A maximum of ____________ (Capacity of Venue) will be permitted for the Event.

I. **Risk of Loss:**
User understands and agrees that except where caused by the negligence or misconduct of FIU, its agents or employees, FIU shall not be liable for any loss, injury or damage to any personal property or equipment brought into/onto the Premises by User or anyone whomsoever on User's behalf. All personal property placed or moved in the Premises shall be at the risk of User or the owner thereof. User further agrees that it shall be responsible to provide security whenever personal property either owned or used by the User, its employees, agents, concessionaires, or subcontractors is placed in/on the Premises, including any property or equipment necessary for set-up and dismantling, whether or not the Premises is open to the general public.

J. 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:

1. Commercial general liability insurance (occurrence form) with minimum limits of $5,000,000 per occurrence (including damages to premises rented to you minimum limit of $1,000,000 each occurrence) and workers compensation insurance as required by all applicable workers compensation laws, for its protection and the protection of the University.
2. Appropriate medical insurance coverage for athletes or performers participating in the Event or shall cause the participants to carry such medical insurance.
3. The general 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, the FIU Athletics Finance Corp., and their respective trustees, directors, officers, agents and employees as additional insured’s. 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 prior to use of FIU’s Premises.
4. 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 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/subcontractors on the Premises. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover USER liability.
5. Program Provider shall be required to obtain proof of valid and current medical insurance coverage on behalf of every minor participant prior to the start of the Program. Program Provider represents and warrants that it will obtain such insurance required coverage prior to the start of the Program.

K. Indemnification.
1. User shall indemnify and save harmless the FIU Board of Trustees, Florida International University, the FIU Athletics Finance Corporation, the State of Florida, the Florida Board of Governors, and their respective trustees, directors, officers, instructors, agents or employees from and against all claims, suits, actions, damages, or causes of action arising during the terms of the Agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the Premises for the Event for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered there, 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 (collectively, the “Liabilities”), provided, that, the foregoing indemnity by User shall not cover or be applicable to any Liabilities directly and solely caused by any act or omission by FIU. User further indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the cancellation of the Event due to rain.
2. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Florida International University, The Florida International University Board of Trustees and the State of Florida as are provided for by law. This provision shall survive the termination of this Agreement.

L. **Force Majeure.**

FIU does not guarantee the uninterrupted use of 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, 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 such party’s control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are in FIU’s reasonable judgment necessary to be made.

M. **Special Regulations:**

User agrees to use all commercially reasonable efforts to comply with each of the following Special Regulations:

1. **Beverages:** There shall be no bottles or cans of any sort brought into the Premises during the presentation of the Event. User agrees to advise the invitees of this provision by including this restriction in all promotions for the Event.

2. **Restriction for Playing Field:** User agrees to restrict all vehicles from the grass and playing field. Any exception to this restriction may only be granted by the Athletics director or his designee in writing.

3. **Access:** User agrees to keep all portions of sidewalks, doors, passages, halls, stairways, and any and all ways of access to the Premises free and unobstructed by User and shall not be used except for ingress or egress to the Premises by User.

4. **Display Advertising:** The amount and contents of display advertising at the Premises shall be at the discretion of the FIU Athletics Director or his designee. No decorations shall be placed in or on the Premises, nor shall any devices or signs be supported by any means without prior written consent of Athletics Director. Any exhibit material, sets, scenery, and the like must be flame proofed material and conform to the Miami-Dade County fire code.

5. **Recognition Rights:** During the term of this Agreement. User shall identify the Premises, as _______________ (Name of Venue) in all promotional material and press releases prepared or issued in connection with the Event, or as FIU may otherwise designate in writing in the event that FIU secures naming rights for _______________ (Name of Venue).

N. **Miscellaneous Provisions.**

1. **No Joint Venture.** It is expressly understood that by making the Premises available, the FIU Board of Trustees, Florida International University, State of Florida, and the Florida Board of Governors are not entering into any type of joint venture agreement with the User, nor are they acting as an agent of or for the User.

2. **Minor Children.** User agrees that in the event it has any minor children under its supervision while on the Premises, it will ensure that Level II criminal background checks have been conducted for all personnel who will be interacting or may interact with the minor children. User further agrees that it will not allow anyone convicted of a sexual offense to be employed or volunteer in any capacity. User hereby indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the provisions contained herein.

3. **Compliance with All Laws.** User acknowledges sole responsibility for the payment of all applicable federal, state and local taxes, fees, of whatever nature, including but not limited to sales, entertainment, and/or payroll taxes that are associated with the use of the Premises. FIU shall be held harmless from any claims for any such taxes.

4. **Copyright Licenses/Permissions.** User, for itself and on behalf of the artist or promoter of each Event, represents and warrants to FIU that all copyrighted or trademarked programming to the presented has been duly licensed or authorized by the owners of all respective intellectual property or their representatives. User shall obtain at its own expense, any licenses, and pay any royalties which User may owe for the sale of copyrighted or trademarked material at any activities contemplated under this
Agreement. User hereby indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the provisions contained herein.

5. BMI/ASCAP Licenses. To the extent applicable, User shall obtain a copy of the blanket BMI and/or ASCAP license in connection with the Events. User represents and warrants that all BMI and/or ASCAP fees for the Events, if any, will be paid by User and further agrees to indemnify and hold FIU harmless from any and all claims, losses or expenses incurred with regard thereof.

6. Non-Discrimination: 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 or presentation of the Event on account of race, color, sex, religion, age, handicap or marital status.

7. Status or National Origin: 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.

8. Assignment: This agreement shall not be assigned nor sublet by any party, in whole or in part, without the prior written consent of the other party, which may be withheld, or conditioned, in such party's sole discretion.

9. Successors and Assigns: This Agreement shall be binding upon the parties hereto, their respective successors, or assigns.

10. Compliance with Americans with Disabilities Act: The User understands that FIU in providing the facilities does not act as the presenter or promoter of the Events. FIU as the owner of the Premises will, to the extent required by law, be responsible for insuring that the Premises comply with applicable rules and regulations, including, without limitation, the Americans with Disabilities Act. However, it shall be the User’s responsibility to insure that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the event, such as the provision of interpreters, attendants and the like. User agrees to indemnify and hold FIU harmless from and against any and all liability fines, suits, claims, demands and actions, costs, attorney’s 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 any disabled individual who is a guest, invitee, or employee at its event on FIU’s premises and from an against any orders, judgments or decrees which may be entered pursuant thereto.

O. 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 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.

P. Termination.
1. Termination for Convenience: FIU shall have the right to cancel this Agreement at any time if, in the exercise of its reasonable discretion, FIU determines that the presentation of the Event, at the scheduled time, is not in the best interest of FIU due to circumstances beyond FIU’s reasonable control.
2. Termination for Cause: Either party shall have the right to terminate this Agreement, without notice or liability to User, upon the occurrence of an event of default after expiration of any cure period, as described above in Section Q.

Q. Governing Law.
This Agreement shall be construed, interpreted, enforced and governed by and under the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida. User shall abide by and comply with all
applicable governmental (municipal, county, state, federal, NCAA, Conference USA) laws, ordinances, codes, licensing requirements, rules and regulations in its use of the Premises, including FIU Rules and Regulations, a copy of which can be viewed by User on FIU’s website. In connection with fulfilling its obligations under the terms of this Agreement, Sponsor agrees to strictly adhere to and comply with, and to cause all of its clients, advertisers, licensees, parent, affiliates, subsidiaries, advertising/promotional agencies, staff and any sub-licensees, or other persons with which it enters into any agreement as permitted hereunder, to strictly adhere to and comply with the NCAA rules, which may be amended from time to time by the NCAA. FIU may cancel this agreement at any time if FIU determines, at its sole discretion that any of its provisions constitutes a violation of any aforesaid laws, rules, regulations, or by-laws and FIU shall not be subject to liability for said cancellation.

R. Notices.
1. Any notice to be served upon FIU, shall be served via U.S. Mail or via e-mail as follows:
   Pete Garcia
   US Century Bank Arena
   FIU Athletic Offices – Suite 201
   11200 SW 8th Street
   Miami, FL 33199
   Email: pgarcia@fiu.edu

2. Any notice to be served upon User, shall be served via U.S. Mail or e-mail as follows:

   Email: ______________________

S. Entire Agreement.
This Agreement constitutes the full and final expression of intent by each party and supersedes all prior agreements or understandings. No paragraph, clause, condition or privilege may be modified, varied, altered or added except by mutual agreement of the parties, in writing. All matters not authorized expressly by the written terms of this contract shall be reserved to the discretion of FIU.

T. Authorization.
Each of the parties represents and warrants that (a) the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement; (b) this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms.

U. Counterparts.
This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute but one agreement.

IN WITNESS WHEREOF, the parties execute this Agreement the date and year first above mentioned.

By: ________________________________
Signature: __________________________
Company Name: ______________________
Title: ______________________________
Date: ______________________________

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES:

By: ________________________________
    Heath Glick
    Athletics – Chief of Staff

Date: ___________________________ ACO Initials: ______