



RSMAS 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: _____

RSMAS Business Director/Facility Coordinator: _____

RSMAS Cafeteria: _____ RSMAS Bar: _____ RSMAS Dock: _____ Other: _____

Description of event: _____ Date(s): _____

Purpose of function: _____ Time: from _____ to _____

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 Office of Financial Operations AND the RSMAS Campus Business Director. 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 Office of Financial Operations.
e. Three (3) weeks prior to the event the RSMAS Campus Business Director (305/421-4080) 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 Office of Financial Operations, 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 1320 South Dixie Highway, Suite 1200, 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 per Occurrence/\$2,000,000 Aggregate. Additional insurance coverage may be required at the discretion of the University's Risk Management Department.
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. 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.
- m. User must adhere to hours applicable to space for which agreement applies.
- n. 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.
- o. 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.
- p. User shall be solely responsible for the safety and welfare of its agents, employees, guests and the attending public.
- q. 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.
- r. 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.
- s. This Agreement is non-assignable.
- t. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in University facilities.
- u. Late cancellations or a "no show" for a scheduled facility use may be grounds for termination or restriction of use privileges.
- v. 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.
- w. 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.
- x. 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.
- y. The User must notify the RSMAS Campus Business Director 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.
- z. 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 RSMAS Campus Business Director prior to submission to the Office of Financial Operations, 1320 South Dixie Highway, Suite 1230, Coral Gables, FL 33146. Please make checks for all fees payable to the University of Miami, and mail or deliver them to the RSMAS Campus Business Director 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: (Name) _____

UNIVERSITY OF MIAMI

Signature: _____

RSMAS Business
 Director: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Approved: Office of Financial Operations

Signature: _____

Date: _____