

TERMS AND CONDITIONS

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 Associate Vice President for Business. User by signing this form, agrees to the following:

GENERAL POLICIES

1. Persons shall be admitted to the University of Miami facilities without regard to age, race, color, sex, religion, creed or national origin.
2. User agrees that it shall conform, comply with, and abide by all 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.
3. The User is responsible for any and all costs in connection with the presentation of the function set forth herein.
4. User shall be responsible for collecting and remitting any and all applicable Federal, State, and local taxes. User agrees to indemnify University for any and all fees, charges and costs including interest and penalties for User's failures to collect and/or remit all such taxes.
5. The University will not be required to provide any publicity or informational service for a prospective user. Any program distributed at the Ashe Auditorium must include the following billing information:
Funding for the Ashe Auditorium is provided in part by the Metro-Dade Cultural Affairs Council
6. No smoking is permitted in any part of the University of Miami area of the complex.
7. 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. If the user 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 Conference Center, is neither the responsibility of or endorsed by the University of Miami."
8. This Agreement is nonassignable.
9. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in University facilities.
10. All food and beverage required by the user on the third floor must be catered by the Hyatt Regency Miami, as sole purveyor in this facility. All food and beverage costs will be paid directly to the Hyatt, in accordance with their policy.

INSURANCE/LIABILITY

1. User shall not injure, mar or allow any alteration 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.
2. 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.
3. Any activity for which a fee or admission is charged, or when it is deemed necessary by the University Associate 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 33124-1437, at least four weeks prior to the requested date(s) for use of the facilities. The insurance company providing coverage shall, in the form of a Certificate of Insurance, issue this evidence of coverage; the limits of liability shall not be less than \$1,000,000 Combined Single Limits (CSL).
4. 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.
5. 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 attorneys' fees, and may result in denial of future requests for use of University property.

FACILITIES/EQUIPMENT

1. User must make detailed arrangements with facility coordinator of the University at least four weeks in advance of the event.
2. User is responsible for any and all costs in connection with the presentation of the function set forth herein.
3. User must adhere to hours applicable to space for which agreement applies. Additional hours will be charged on an hourly fee to be determined solely by the University.

4. The rental fee for each room includes one room setup. Each change in setup less than 72 hours before the start of your function will require an additional charge of \$50 per day per change per room. Any changes in setup and dismantling must be authorized by the University facility coordinator.
5. User shall not attach any materials to meeting room(s) or hallway walls, ceilings, or windows without prior written permission from the facility coordinator.
6. User signage must be inserted in standard University/Hyatt Hotel display units. No signage may be placed in the hotel lobby without prior permission from the Hyatt hotel.

SAFETY/SECURITY

1. 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.
2. User shall be solely responsible for the safety and welfare of its agents, employees, guests and the attending public.
3. 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 any part of the University premise any substance or thing prohibited by a 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 explosive of any kind will not be permitted on the premises.
4. The user is responsible for security and the cost of security in all areas under contract by the user. The City of Miami maintains general security for the perimeter areas. Any additional security arrangements must be handled through Global Spectrum, who operates the Convention Center on behalf of the City of Miami at 305-372-4633. At the University's option it may determine in its sole discretion that additional security personnel and/or measures are necessary. The University will communicate those requirements no later than 15 days before the event and User shall be responsible for any additional costs.

CONTRACT AND CANCELLATION POLICY

1. A 50% deposit is required within two weeks of receiving the contract. The agreement is not considered final until the deposit is received and the Associate Vice President of Business Services has signed the agreement.
2. Late cancellations or a "no show" for scheduled facility shall result in full charges being assessed if cancellation occurs less than 60 days.
3. 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 or written notice to User or its representative. The User may terminate this agreement in advance upon 60 days written notice to the University. In the event of such termination, the User shall be refunded any deposits paid less expense incurred by the University.

THEATER/AUDITORIUM POLICIES

- 1) User shall not be permitted to build its settings or do any construction other than such installation and modification of its settings as may be approved by the University. User shall not mark, paint, drill into or in any way mark or deface any part of the premises. No part of User's settings or properties shall be affixed to any surface on the premises without University's prior written consent. User shall be responsible for the cost of repair or replacement of any part of the premises damaged, destroyed, or defaced by User or anyone in attendance at a function or functions of User at the premises.
- 2) All areas in the theater/auditorium used by User during rehearsals shall be kept clean by User and all rubbish shall be removed daily by User at its own expense.
- 3) Only the equipment currently in the theater/auditorium is available. The basic lighting plot of the theater/auditorium equipment will remain in place. If User requires additional equipment, it must arrange for provision of such equipment as part of a separate agreement with University approved vendors.
- 4) User agrees that immediately within two (2) hours after the final performance all equipment and property brought into the theater/auditorium premises by User will be removed therefrom and the theater/auditorium shall be returned by User to its normal condition at the commencement of the term.
- 5) User is solely responsible for keeping floors or other areas clean backstage, clear of costumes, towels, props, scenery, etc.. The University will not be responsible for any loss, damage or replacement of any items left on the premises.
- 6) User agrees to take premises "as is," and to use reasonable care of the theater/auditorium premises and all the fixtures and equipment located therein or attached thereto, and to repair or replace all fixtures and equipment which may be damaged, lost, worn out or destroyed as a result of User's use of said premises, normal wear and tear excepted.
- 7) No food or beverage is permitted in the Ashe Auditorium.
- 8) The University does not provide ticket sales. The User may utilize the contracted services of the Knight Center Box Office at 305-372-0929.

This section shall apply only if User is contracting to film or photograph the Property.

MEDIA RELEASES

1. Owner agrees to allow User to film and photograph the Property for the specific use specified on the front page of this Agreement, and hereby grants to User the absolute right and permission to use any photographs, video, digital media, and/or motion pictures of the Property for such use only. The rights granted herein include the right to photograph the Property and all structures and signs located thereon (including the exterior and interior of such structures, and the names, logos, and verbiage contained on such signs), provided that all publications or any type of media showing or using Owner's name and/or logos, or showing signs with Owner's name and/or logos, shall be approved in advance of use by Owner's Associate Vice President for Business Services or his designee. The rights granted herein shall be specifically limited to the use specified on the front page of this Agreement, unless otherwise agreed by Owner.
2. Notwithstanding the rights of User set forth herein, User agrees not to use any photographs, video, digital media and/or motion pictures of the Property in a manner that is immoral, obscene or that may reasonably be considered to harm the reputation of Owner.

I represent and warrant that I have the authority to bind the above organization. I agree on behalf of the above organization that all agents, employees, members and guests of the organization will observe and follow the provisions and regulations contained herein, and any other rules or regulations which relate to the use of University property. The organization as User, assumes full responsibility and agrees to indemnify, defend and hold harmless University for any and all losses, claims, demands, damages, actions or causes of action of whatsoever kind and nature, liability and expenses, including attorneys' fees in connection with or arising out of the use of the University's facilities or activities by User, its agents, employees, members and guests, including, but not limited to injury or death to persons or damage to property.

USER

Signature: _____

Print: _____

Title: _____

Date: _____

UNIVERSITY OF MIAMI

Associate Vice President for Business

Signature: _____

Print: _____

Date: _____

Facility Coordinator

Signature: _____

Print: _____

Date: _____