

## 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, on behalf of Florida International University, ("FIU"), whose business address is 11200 S.W. 8<sup>th</sup> Street, Miami, Florida 33199, and \_\_\_\_\_, a \_\_\_\_\_, ("USER") whose principal business address is \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, FIU has control of the following described premises ("Premises"):

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

**[CONFIRM ALL INTERESTED PARTIES HAVE APPROVED, INCLUDING MARKETING DEPT, POLICE, AND RELEVANT LOCATIONS, SUCH AS GRAHAM CENTER, ATHLETICS FOR ARENA, AND THE LIKE]**

**WHEREAS**, USER wishes to use the Premises for the purpose of \_\_\_\_\_; and

**WHEREAS**, FIU is willing to permit USER to use the Premises for the foregoing purpose upon and subject to the following terms and conditions.

**NOW THEREFORE**, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do agree as follows:

1. **Recitals.** The above recitations are true and correct and incorporated herein by this reference.
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.** The USER shall be authorized to use FIU's Premises during the following term and time-frame(s):  
  
Dates: \_\_\_\_\_  
Times: \_\_\_\_\_
4. **Compensation.** USER shall pay FIU the follow compensation for use of FIU's Premises:
  - a. Use Fee: \_\_\_\_\_
  - b. Payment Terms: \_\_\_\_\_
  - c. Payments should be sent to: \_\_\_\_\_  
\_\_\_\_\_  
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. The 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.
  - 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 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, but not limited to, FIU's parking regulations, (collectively, the "Laws") in its use of the Premises.
  - e. USER agrees to perform activities related to its use of the Premises in accordance with all applicable Laws and FIU requirements, and in the least intrusive manner so as not to disturb the atmosphere of the Premises 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 insure 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. USER shall insure that its employees, contractors, agents, representatives, invitees, and each of its participants comply with the terms of this Agreement.
  - 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.
  - h. USER shall not make any alterations, additions and/or improvements to FIU's Premises.
  - i. USER shall not conduct sales of any type on the Premises, including, but not limited to, food, merchandise and services, unless permitted in writing by an FIU authorized representative.
  - j. USER agrees that there will be no pyrotechnics, stunt shots, or other dangerous or hazardous activities undertaken in or about 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.

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 site.
8. **Limited Non-Exclusive License Rights.** FIU agrees to provide USER with a limited, non-exclusive license to use the registered names, logos, and trademarks of FIU and/or the photographic images of the Premises and its trademarks and/or logos (collectively, the "FIU Intellectual Property"), subject to section 9 below, solely for the limited purpose of the filming expressly identified under this Agreement. USER must obtain advance written approval from an authorized FIU community relations representative for use of the FIU Intellectual Property on any print/televised materials and/or logo applications. 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. If for any reason USER obtains any rights in the FIU Intellectual Property, USER hereby assigns all right, title, and interest in and to the FIU Intellectual Property to FIU. USER further agrees that it shall not portray FIU or use the FIU Intellectual Property in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate FIU or the FIU Intellectual Property with content related to tobacco, alcohol, illegal drugs or sexually explicit material. To the extent FIU is conferring video and/or photographic rights herein, FIU, in its sole discretion, enjoys the right to reject the use of the FIU Intellectual Property if depicted in a manner that does not conform to publishing standards, is misleading, or is inconsistent with FIU's policies or principles. USER will not sell, display or otherwise use the FIU Intellectual Property in any manner except for the limited purpose stated herein.

**[PARAGRAPH #8 MUST BE CONFIRMED WITH EXTERNAL RELATIONS]**

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. **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: (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 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 USER'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 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) business days prior to use date(s).

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 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 agents and/or subcontractors on the Premises. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover USER liability.

11. **Indemnification.** USER shall release, indemnify, defend, and save harmless Florida International University, The Florida International University Board of Trustees, the Florida Board of Governors, the State of Florida, and their respective trustees, officers, directors, employees and agents from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property, including the Premises, sustained by reason or as a result of USER's use of the Premises for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, 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. 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, The Florida Board of Governors and the State of Florida as are provided for by law. This provision shall survive the termination of this Agreement.
12. **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.
13. **Termination.** If USER fails to fulfill any obligation specified in this Agreement, or the intended use or activity to be conducted is not as described in this Agreement, FIU may cancel this Agreement, upon written notice to USER. FIU shall have no liability for such a cancellation. Additionally, FIU may terminate this Agreement, at its sole discretion and for any reason whatsoever, upon providing USER with ten (10) days prior written notice of termination.
14. **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, 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.
15. **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 purpose provided herein. This is not a joint venture between FIU and USER. USER shall be solely responsible for conducting its activities in the Premises as provided

for herein and for supervising its employees, contractors, agents, representatives, invitees and participants at all times while on FIU's Premises. As provided herein, USER shall be solely responsible for safety and security of its employees, contractors, agents, representatives, invitees and participants in connection with this Agreement.

16. **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.
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 Agreement 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.** The Agreement constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.
  - h. **Compliance with Applicable Laws.** This Agreement is subject to all applicable Laws and the parties agree to comply with all applicable Laws in performing the Agreement terms.
  - i. **Third Party Beneficiaries.** Except as otherwise 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.
  - j. **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 (i.e. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

***[SIGNATURE PAGE TO LOCATION AGREEMENT  
BETWEEN \_\_\_\_\_ AND  
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES]***

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:**

\_\_\_\_\_  
\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FIU:**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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.**