

Florida Atlantic University

RESERVATION AND FACILITIES USE AGREEMENT

FOR

ORGANIZATIONS AND INDIVIDUALS OUTSIDE THE UNIVERSITY

The Florida Atlantic University Board of Trustees (hereinafter known as the “University”) agrees to make its facilities and services available to _____ (hereinafter known as “User”), pursuant to the terms and conditions set forth herein, and as described in the Facilities Use Application, Tentative Reservation and Estimated Charge Schedule form (“Application”), which is incorporated into and made part of this Reservation and Facilities Use Agreement (“Agreement”). The University reserves the right to reassign this reservation with similar facilities if the needs of the University require such reassignment. If, in the opinion of the Director, Office of Space Utilization & Analysis, the User fails to fulfill any obligation specified in this Agreement, or the intended User or activity to be conducted is not as described in this Agreement, the University may cancel this Agreement by giving notice to the User.

The User agrees to pay to the University, upon execution of this Agreement or thirty days prior to the reservation date whichever is later, the estimated charges for the use of facilities and services, plus any applicable taxes. The User will also be required to submit a non-refundable deposit equal to ten percent (10%) of the base rental fee at the time of submitting the Application. The University will calculate final charges upon completion of the activity and bill the User for additional charges or reimburse the User for excess payment.

The User must reasonably protect any University property or facility used and, upon conclusion of the event, must provide for all necessary cleanup, repair, and restoration of such property or facility to its condition prior to the event, so that such property or facility is suitable for normal use. Cleanup, repair and restoration must be accomplished within twenty-four (24) hours after the date the event is concluded. Otherwise, a fine may be imposed, not to exceed \$500 per day, to begin on the day after the cleanup period has expired. The imposition of the fine against any person does not alleviate the User’s duty to pay any cleanup or restoration costs resulting from the event. If such repairs and restoration are not completed within the required time period, the University may make the necessary repairs and assess the charges for such services and materials to the User.

The User agrees to hold the University, the Florida Board of Governors, the State of Florida, and their respective officers, agents, volunteers and employees (collectively, the “University Parties”)

harmless and to defend and indemnify them from and against any and all claims, damages or liabilities, including attorneys fees, that may arise indirectly or directly from User's breach of any term or condition of this Agreement or any acts or omissions in connection with User's use of the University's facilities or services, whether caused by the User's action or negligence or the action or negligence of the University Parties, User's employees, agents, contractors or invitees or any third parties in connection with this Agreement.

The User agrees to furnish to the University, contemporaneously with the signing of this Agreement, a Certificate of Liability Insurance (COI), naming the University as the Certificate Holder and issued in a form and by a company acceptable to the University, evidencing proof of commercial general liability insurance in an amount of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate. Such insurance shall contain the following language and such language shall be evidenced on the COI: **“The Florida Atlantic University Board of Trustees, the Florida Board of Governors, the State of Florida and their respective officers, agents, volunteers and employees are listed as Additional Insured under this commercial general liability policy.”** The University reserves the right, in its sole discretion, to also require insurance coverage as set forth above from any of the User's participants, contractors, sub-contractors, vendors, invitees or other third parties participating, assisting or using University facilities or services in connection with this Agreement.

The User agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the University, and any applicable municipal or county ordinances (collectively “the Laws”). Failure to comply with any one or more of the Laws may, at the discretion of the University, result in the termination of this Agreement by University. If, in the opinion of the University, violation of one or more of the Laws may cause a public hazard or nuisance, the University may demand the immediate correction of such violation or may terminate the event authorized to be conducted by this Agreement.

The User shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the University, with consent may be withheld in University's sole and absolute discretion, nor shall User permit any use of the facilities other than as specified in this Agreement.

The User, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the University Parties

from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of User's use of the University facilities and services, whether caused by the User's action or negligence or the action or negligence of the University Parties, the User's employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require User's officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties participating, assisting or using the University facilities or services in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University.

This Agreement shall be considered to have been executed in the State of Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida. Proper jurisdiction for any disputes arising from or relating to this Agreement shall lie exclusively in the state or federal courts located in Palm Beach County, Florida.

No act of the parties hereto shall be construed as creating or establishing a partnership, or joint venture, of any type between University and User and neither party shall be authorized to commit or to obligate the other party without such other parties' prior written consent.

User accepts the use of the facilities and services on an "as is" basis and University makes no representations or warranties about their condition or fitness or use for a particular purpose.

User hereby represents and warrants that its use of University facilities and services as set forth herein will not be obscene, defamatory, violate any copyright or infringe upon the literary or any other rights of any person, firm, or corporation, including but not limited to, the right of privacy. User also represents and warrants that its use will not violate any governmental law, resolution, ordinance or regulatory act, and that it has obtained all necessary licenses, permissions and clearances.

If User fails to observe any term, condition or covenant of this Agreement, or if User shall fail to pay any sum required to be paid when same shall be due, University shall have the right, at its option, to terminate this Agreement upon notice to User.

University reserves the right to give its consent of all pictures which are of University property or which identify University, which consent may be withheld in University's sole and absolute discretion. Nothing herein shall grant to User any interests in or rights to use the University name, logo or trademarks without the prior written consent of University, which consent may be withheld in University's sole and absolute discretion.

If the University is unable to give User possession of the facilities on the specified date by reason of a force majeure event, the University shall not be subject to liability for failure to give possession. Under such circumstances, the User shall be entitled to a pro-rata return of any advance sum paid, or any other acceptable arrangement mutually agreed to by the parties. A force majeure event shall include fire, earthquake, hurricane, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the University.

User:

Authorized Officer

Title

Date

University:

Facility Administrator Date

Traffic & Parking Date

FAU Veterinarian (if applicable) Date

Environmental Health & Safety (if applicable) Date

Space Utilization & Analysis Date

This section is reserved for the Office of Space Utilization & Analysis	
Application #	
Addendum/facility rules (circle, if applicable): Media, Athletics, Student Union, Alumni Center, Other: _____	Yes ___ NA___
Certificate of Insurance	Yes ___ NA___