



## UNIVERSITY OF NORTH FLORIDA FACILITIES USE AGREEMENT

**THIS AGREEMENT** is entered this **21st day of MONTH 2024**, by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate ("UNIVERSITY"), whose notice address is 1 UNF Drive, Jacksonville, Florida 32224 and **THE COMPANY NAME, A FLORIDA NONPROFIT CORPORATION**, and authorized to do business in Florida ("USER"), whose address is **# STREET, CITY, STATE ZIP CODE**.

**WHEREAS**, UNIVERSITY maintains possession and control over certain facilities, which is the subject of this Agreement, and which is available for rental described in the terms and conditions stated in this Agreement along with the UNIVERSITY's rules and policies; and

**WHEREAS**, USER desires to use and occupy those facilities for the purposes contained in this Agreement, and UNIVERSITY is willing to extend to USER use of the facilities, and additional facilities and services specified herein on the terms and conditions described below.

**NOW THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UNIVERSITY and USER agree as follows:

### 1.0 Use of Facilities.

#### 1.1 Permit to Use.

UNIVERSITY grants permission to USER for use of UNIVERSITY's facilities identified in Attachment A ("Facilities") for the activities identified in Attachment A ("Activities") which is incorporated into this Agreement by this reference, as more particularly provided in this Agreement.

#### 1.2 Use and Occupancy Period.

- A. USER may use and occupy the Facilities for the dates and times identified in Attachment A.
- B. Use of the Facilities except as provided in Sections 1.0 and 1.1 of this Agreement is prohibited without first obtaining the prior written consent of **ROBERT BOYLE, DEPARTMENT OF HOUSING AND RESIDENCE LIFE** ("UNIVERSITY representative"). In addition to limiting its use of the Facilities to the purposes set forth in this Agreement, USER will conduct all Activities in a manner that avoids risks to human and environmental health and safety. If at any time USER uses the Facilities in a manner that violates any applicable local, state, or federal law, or rule or policy of the UNIVERSITY or to which the UNIVERSITY is subject, USER shall either cease and desist from continuing such use or surrender the Facilities upon demand of UNIVERSITY representative. University shall abide by local, state, and Federal Law.

### 2.0 Equipment.

UNIVERSITY shall provide the equipment and staffing services identified in Attachment B, which is incorporated into this Agreement by this reference. UNIVERSITY shall not be responsible in any manner for providing or

installing any equipment, furniture, furnishings, staffing services or other items or services not specifically provided in this Agreement. UNIVERSITY is not responsible for overseeing the shipping or storage of the equipment prior to its placement on, and subsequent to its removal from the floor.

### **3.0 Fee and Payment Schedule.**

#### **3.1 Fee.**

USER shall pay the Fee identified in Attachment A for use of the Facilities. USER's failure to use and occupy the Facilities for the Use and Occupancy Period shall not relieve it of its obligation to pay the Fee.

#### **3.2 Payment Schedule; Liquidated Damages.**

USER shall pay the Fee to UNIVERSITY via a valid purchasing card, credit card or check as outlined in Attachment A. USER acknowledges that UNIVERSITY has reserved the Facilities for USER and has withdrawn the Facilities from availability to others in reliance upon USER's performance of this Agreement. Accordingly, any and all scheduled payments, when made, shall be non-refundable and constitute liquidated damages, and not penalty, in the event of USER's default in performance or non-payment of any remaining portion of the Fee unless Force Majeure/Impossibility clause has been implemented by either party.

### **4.0 Concessions and Merchandise Sales.**

#### **4.1 CONCESSIONS.**

All food and beverage concessions, catering and concession or catering rights are reserved to UNIVERSITY and its assigns.

#### **4.2 MERCHANDISE SALES.**

USER shall have no right or privilege to sell UNF merchandise or merchandise bearing UNF logos, designs, trademarks, service marks, symbols, initials, name or other indicia and will not sell merchandise in violation of the following exclusive rights granted by UNIVERSITY to Follett Corporation to buy, sell, and distribute on the University's campus in Jacksonville, Florida and through e-commerce and catalogues, textbooks, emblematic clothing and gifts, school/office supplies, class rings, graduation regalia and announcements, course-adopted software, and paper/electronic customer anthologies and any other merchandise and services traditionally offered in university bookstores.

### **5.0 Alcoholic Beverages.**

Possession, sale and consumption of alcoholic beverages shall be in accordance with UNIVERSITY regulations and policies, as well as federal, state and local laws and regulations.

### **6.0 Promotions; Use of Proprietary Marks.**

UNIVERSITY and USER agree that no promotional material shall be placed or posted or distributed in or about the Facilities or announced or publicized without first having provided ten (10) days prior written notice of such materials to UNIVERSITY during which time UNIVERSITY may prohibit any materials it deems unsuitable for a university setting. Likewise, USER shall provide UNIVERSITY with ten (10) days prior written notice of the nature and scope of proposed loud-speaker promotional materials to which UNIVERSITY may likewise object. The placement, posting and distribution of promotional material is governed by University regulation. Neither UNIVERSITY's nor USER's name shall be used to suggest cosponsorship or endorsement of any activity, without prior written approval from the other party.

## **7.0 Alteration, Decorations, Construction and Damage.**

USER shall not injure, mar, or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced and will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Facilities and will not make or allow to be made any alterations of any kind therein. USER will not during the term, bring into the Facilities or upon the campus of the UNIVERSITY any Hazardous Substance. "Hazardous Substance" includes, without limitation, any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to applicable law. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls ("PCB's"), chlorofluorocarbons, petroleum, and any substance for which any applicable law requires a permit or special handling in its use, storage, treatment, or disposal.

## **8.0 Equipment.**

USER will not use UNIVERSITY's equipment, tools or furnishings, located in or about described Facilities except as provided herein, without first seeking and receiving the prior written approval of UNIVERSITY representative.

## **9.0 Additional Users.**

USER understands and agrees that during the term of this Agreement other events may be held in other parts of the Facilities not included in this Agreement. If UNIVERSITY allows its students, faculty, staff, employees, agents or other third parties to use the Facilities during the Term, USER will not be responsible for any injuries incurred by such parties to the extent attributable to the negligence of such students, staff, employees, agents and other users.

## **10.0 Parking.**

In addition to the Fee set forth in paragraph 3, USER will pay to UNIVERSITY any sum identified in Attachment A for the privilege of allowing USER's employees, agents and invitees to park their vehicles on the UNIVERSITY campus without charge. Except as provided herein, UNIVERSITY reserves the right to ticket all vehicles without parking authorization in accordance with UNIVERSITY regulation.

## **11.0 Utilities.**

UNIVERSITY, its employees or its assigns, shall install all electrical outlets and cables reasonably required by USER. UNIVERSITY shall not be required to purchase additional electrical equipment to meet the obligation of the foregoing sentence. Jacksonville USER agrees to compensate UNIVERSITY for any loss of or damage to equipment, damage to any wiring and damage to the Facilities from any cause during the term of this Agreement, provided University provides an itemized receipt of such cost directly pertaining to damage directly caused by USER.

## **12.0 Indemnification; Damages.**

**12.1** USER agrees that all participants using the Facilities on the authority or at the invitation of USER are employees or invitees of USER. As such, USER is liable for all direct damages resulting from any employee's or invitee's negligent or grossly negligent utilization of the Facilities and services provided by UNIVERSITY. The denial of coverage by an insurer under a policy of insurance required under this Agreement or the inadequacy of coverage to satisfy any damages sustained shall not excuse or limit in any way USER's liability for such direct damages. Except as specifically provided herein, the terms and conditions of this Agreement do not require UNIVERSITY to relinquish control of its Facilities and services to USER, except to the extent necessary for USER to utilize the Facilities for the purposes described in this Agreement.

UNIVERSITY retains the right to require USER, or any of its participants, to leave the Facilities in the event of any violations of federal, state, or local laws or ordinances which might reasonably be expected to endanger the health and safety of persons participating in the USER events or which may reasonably be expected to cause substantial harm to the Facilities, or any regulations of the UNIVERSITY or to which the UNIVERSITY is subject. The University of North Florida Board of Trustees, a public body corporate, and the State of Florida, assume no responsibility for loss or theft of personal property or damage to personal property of USER or any of its participants.

**12.2** USER RELEASES AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE STATE OF FLORIDA, THEIR OFFICERS, EMPLOYEES, AGENTS, AND STUDENTS FROM AND AGAINST ANY AND ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, DEMANDS, AND JUDGMENTS, INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FACILITIES BY USER, ITS OFFICERS, EMPLOYEES, AGENTS, GUESTS, INVITEES, OR IN CONNECTION WITH OR ARISING FROM USER'S FAILURE TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, AND MUNICIPAL LAWS, STATUTES, ORDINANCES, CODES, REGULATIONS, AND REGULATIONS AND POLICIES OF UNIVERSITY, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH SUCH LIABILITY CAUSED BY, OR ARISING OUT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO PROPERTY, OR OCCURRING DUE TO DEFAMATION, COPYRIGHT INFRINGEMENT, OR OTHERWISE.

**12.3** UNIVERSITY HAS INSTITUTED PROTOCOLS TO REDUCE THE RISK OF EXPOSURE TO AND CONTRACTING AND TRANSMITTING OF THE CORONAVIRUS AND COVID-19. THE USER WILL FULLY COMPLY WITH SUCH PROTOCOLS AND WILL COMMUNICATE TO ITS EMPLOYEES, AGENTS, ATTENDEES AND GUESTS THAT THEY MUST COMPLY WITH ALL SUCH PROTOCOLS AND GUIDELINES, AND THE USER WILL OTHERWISE DILIGENTLY SEEK TO REDUCE THE RISK TO ITS EMPLOYEES, AGENTS, CONTRACTORS AND GUESTS OF EXPOSURE AND CONTRACTION.

USER RELEASES AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE STATE OF FLORIDA, THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, CAUSES OF ACTION, EXPENSES, AND OTHER LIABILITY (INCLUDING ATTORNEY'S FEES AND COSTS) FOR ANY PERSONAL INJURY (INCLUDING DEATH) ARISING IN CONNECTION WITH ANY DETERMINATION OR ALLEGATION THAT THE USER, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR GUESTS, OR ANY OF THEM, WAS EXPOSED TO, CONTRACTED, OR TRANSMITTED THE CORONAVIRUS OR COVID-19 IN CONNECTION WITH THE USE OR ACTIVITIES IN UNIVERSITY'S FACILITIES. IT IS UNDERSTOOD BY THE PARTIES THAT, AS BETWEEN THE USER AND UNIVERSITY, USER EXPRESSLY ASSUMES ANY AND ALL RISKS OF INJURY, LOSS AND DAMAGE ATTRIBUTABLE TO ANY SUCH EXPOSURE TO, CONTRACTING OF, OR TRANSMISSION OF THE VIRUS.

### **13.0 Insurance.**

USER shall maintain during the term of this Agreement public liability insurance issued by a company authorized to provide insurance in this State, to cover personal bodily injury and wrongful death, as well as property damage liability insurance and associated coverages in the coverages and amounts set forth in Attachment C which is incorporated into this Agreement as referenced hereto. The insurance shall also include abuse/molestation coverage if minors are present during the rental period and cover all of USER's operations and activities under this Agreement and shall be effective at all times USER uses or occupies any portion of the Facilities. If there are any deductibles in the insurance policy, in the event of a claim against the policy, USER will be responsible for the payment of all deductibles, and UNIVERSITY shall not be responsible for any deductible. USER will be solely responsible for any liability incurred as a result of an exclusion in the insurance policy. UNIVERSITY's approval of such insurance is a condition precedent to UNIVERSITY's obligation to perform under this Agreement.

**14.0 Non-Assignment; Binding Effect.**

USER shall not assign or transfer this Agreement or sublet any portion thereof without the prior written consent of UNIVERSITY.

**15.0 Inspection.**

UNIVERSITY representative may enter upon the Facilities at all reasonable times to make inspection in conformity with this Agreement.

**16.0 Compliance with Applicable Law; Non-Discrimination; Background Checks**

**16.1** USER agrees to comply with all applicable executive orders, federal, state, local laws, statutes, ordinances, and regulations applicable to UNIVERSITY as currently in effect and as may be amended from time to time. USER agrees to comply with all applicable UNIVERSITY regulations and policies. UNIVERSITY's regulations and policies appear at: [http://www.unf.edu/president/policies\\_regulations/](http://www.unf.edu/president/policies_regulations/) USER acknowledges that among local laws with which USER must comply is Chapter 741, Jacksonville Municipal Code (Zero Tolerance on Litter), which prohibits snipe signs and other "litter" attached to trees, utility poles or equipment, benches, fences, and other objects on public property or within public rights of way.

**16.2** USER will not discriminate in any manner on the basis of age, race, color, creed, religion, ancestry, disability, national origin, citizenship status in employment for those authorized to work in the United States, sex, gender identity, gender expression, sexual orientation, marital status, genetic information, AIDS/HIV status, sickle cell trait, veteran status, and any other basis protected by federal, state, or local law. Each party shall be responsible for their compliance with applicable laws, regulations, and policies, including but not limited to those prohibiting discrimination, harassment, retaliation, and sexual misconduct.

**16.3** USER will comply with any requirement of the Florida Statutes relating to obtaining background checks. If USER's activities contemplated by this Agreement constitute a "summer camp" or "summer day camp" or constitute "child care" within the meaning of Florida Statutes Section 402.302, USER will comply with all the requirements of Florida Statutes Section 409.175 and all other applicable law relating to background checks. Any minors who are present on UNF's campus or in its environs in connection with USER's activities will remain at all times under the exclusive control and supervision of their parents or guardians or USER's adult employees.

**16.4** USER WILL REPORT IMMEDIATELY TO THE UNIVERSITY OF NORTH FLORIDA POLICE DEPARTMENT ANY INCIDENT INVOLVING THE PHYSICAL OR SEXUAL ABUSE, ABANDONMENT, NEGLECT, OR INJURY OF ANY EMPLOYEE, STAFF MEMBER, SUPERVISOR, PARTICIPANT, VOLUNTEER, INVITEE, OR MINOR, OF WHICH USER OR ANY OF ITS EMPLOYEES, STAFF MEMBERS, SUPERVISORS OR VOLUNTEERS KNOWS OR HAS REASONABLE CAUSE TO SUSPECT. USER ACKNOWLEDGES THAT FLORIDA LAW IMPOSES CRIMINAL PENALTIES ON ANY PERSON WHO KNOWS OR HAS REASONABLE CAUSE TO SUSPECT THAT A CHILD IS ABUSED, ABANDONED, NEGLECTED, OR VICTIMIZED AND FAILS TO REPORT SUCH KNOWLEDGE OR SUSPICION TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, AS MORE PARTICULARLY PROVIDED IN CHAPTER 39, FLORIDA STATUTES.

**17.0 Force Majeure.**

In the event the Facilities are rendered unsuitable for the conduct of activities or events by reason of "force majeure", UNIVERSITY or USER may terminate this Agreement by written notice and neither party shall be responsible for any damages sustained by the other party, but USER shall be entitled to a pro rata return of any

sum paid in consideration of use of the Facilities for any period force majeure renders them unuseable or any other acceptable arrangement mutually agreed to by the parties. "Force majeure" shall mean the occurrence or impending threat of hurricane, tornado, fire, earthquake, flood or other act of God, or the occurrence of power outage, riot or civil commotion, war or other act of aggression of a foreign nation, power of government, or governmental agency or authority, pandemic, epidemic, quarantine, or any other cause which is beyond the control or authority of either Party.

Without limiting the generality of the foregoing, UNIVERSITY and USER acknowledge that the health and safety risk presented by COVID-19 at the time of the activities or events cannot be determined as of the date of this Agreement and that if the either party determines, in its sole discretion, that the threat of COVID-19 anticipated at the time of the scheduled activities or event presents an unreasonable risk to health and safety, either party may terminate this Agreement by written notice to the other party. In the event of such termination, USER shall be entitled to any sum paid in consideration of the use of the Facilities as soon as possible.

#### **18.0 Termination for Default.**

UNIVERSITY and USER may terminate this Agreement in the event of a breach by the other party of any material term or condition herein, subsequent to the provision of ten (10) days written notice to the other party of the breach and failure of said party within the ten (10) days to cure the breach., UNIVERSITY may terminate this Agreement immediately upon USER's failure to pay any sum, including Fees, due hereunder when due and payable.

#### **19.0 Control of Facilities; No Smoking; Weapons.**

- 19.1** It is understood and agreed that UNIVERSITY reserves the right to control and manage the Facilities subject to the provisions of this Agreement and to enforce all necessary and proper rules at all times for its management and operation. The UNIVERSITY representative and UNIVERSITY's key administrative staff shall have free access at all times to all spaces occupied by USER for the purposes stated herein.
- 19.2** UNIVERSITY shall retain the right to cancel or interrupt use or occupancy when, in the sole judgment of UNIVERSITY's duly authorized representative, such act is necessary in the interest of the UNIVERSITY; provided however, such judgment shall not be for the purpose of obtaining a financial benefit to the University. If UNIVERSITY's cancellation or interruption of use or occupancy is not attributable to the negligence, misconduct, or breach of USER, UNIVERSITY will refund any portion of the Fee not earned at the date of such cancellation or interruption. UNIVERSITY shall assist in finding acceptable occupancy for USER and USER's prior written approval.
- 19.3** Smoking and other tobacco use or promotion is prohibited in the Facilities and on the University campus by University regulation. [http://www.unf.edu/president/policies\\_regulations/01General/1\\_0140R.aspx](http://www.unf.edu/president/policies_regulations/01General/1_0140R.aspx)
- 19.4** Possession of a firearm, electric weapon or device, destructive device, or other weapon including a razor blade, box cutter, dirk, knife (other than a common pocketknife, plastic knife, or blunt bladed table knife), metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon (each, a "Weapon") is prohibited in the Facilities and on the University campus. (See Sections 790.001(6) and 790.001(13), Florida Statutes).

The only exceptions to this prohibition are:

- (a) possession of a Weapon by a sworn law enforcement officer of any state, either on-duty or off-duty;

(b) possession of a Weapon by a "qualified law enforcement officer" or "qualified retired law enforcement officer" to the extent permitted by federal law (See Sections 926B and 926C of HR 218/The Law Enforcement Officers Safety Act);

(c) possession of a lawful self-defense chemical spray which is compact in nature, containing no more than two ounces of chemical, designed to be carried on or about the person solely for the purpose of self-defense;

(d) possession of a Weapon by a person 18 years of age or older for self-defense or other lawful purpose within the interior of a private vehicle, without a license, if the firearm or other weapon is securely encased or is otherwise not readily accessible for immediate use, provided, that the carrying of a legal firearm other than a handgun anywhere in a private vehicle when such firearm is being carried for a lawful purpose is authorized by law. (See Section 790.25(5), Florida Statutes). This exception does not authorize the carrying of a concealed firearm or other weapon on a person or outside of a vehicle; and

(e) possession and use of a razor blade and/or a box cutter for lawful and intended purposes. Specifically, razor blades may be possessed and used for personal hygiene and a box cutter may be possessed and used as a tool in connection with USER's activities in the Facilities.

#### **20.0 Non-Waiver.**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

#### **21.0 Severability.**

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

#### **22.0 Governing Law; Forum.**

This Agreement shall be governed by and construed under the laws of the State of Florida which shall be the forum for any lawsuit between the parties arising from or incident to this Agreement. Venue shall lie in Jacksonville, Duval County, Florida.

#### **23.0 Taxes.**

USER understands and agrees that UNIVERSITY, as a public body corporate of the State of Florida, is exempt from the payment of taxes, and, to the extent due and owing. USER is tax exempt and shall provide documents to UNIVERSITY.

#### **24.0 Relationship of Parties.**

Nothing in this Agreement shall be deemed to make UNIVERSITY and USER partners or joint venturers or to create a relation of principal and agent between them, nor shall either UNIVERSITY or USER hold itself out as joint venturer, partner, or agent of the other contrary to the terms of this Agreement by advertising or otherwise. Neither party shall be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

## **25.0 State University.**

The University of North Florida is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained herein:

1. UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and its officers, employees, servants and agents while acting within the scope of their authorized powers and duties or their employment by UNIVERSITY. UNIVERSITY is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by UNIVERSITY. Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.
2. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract. Any failure to so allow shall constitute grounds for the UNIVERSITY's termination of this Contract.
3. Except as expressly stated in this Contract, neither party will use the name or logo of the other party in media or print advertising without the prior written consent of the other party.
4. USER represents that it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida. USER will not use funds provided hereunder for the purpose of lobbying the Florida legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or judicial branch of Florida government.

## **26.0 Authority.**

Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

## **27.0 Entire Agreement; Modification.**

This Agreement sets forth the entire agreement between all parties concerned superseding all prior verbal or written communications with respect to the terms hereof, and may not be altered, modified or changed in any way by either party without the prior express written consent of the other.

## **28.0 Reserved.**

## **29.0 Survival.**

The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

## **30.0 Notices.**

All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and sent to the notice addresses of the parties set forth in the preamble of this Agreement. Each communication shall be deemed duly given and received: (1) as of the date and time the same is personally delivered with a receipted copy; (2) if delivered by U.S. Mail, three (3) days after depositing with the



United States Postal Service, postage prepaid by certified mail, return receipt requested, or (3) if given by nationally recognized or reputable overnight delivery service, on the next day after receipted deposit with same.

**31.0 Counterparts.**

This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.

**32.0 Attachments:**

The following Attachments are incorporated into this Agreement by reference:

Attachment A: Housing Facilities Use, Occupancy Period, Associated Fees and Payment Schedule

Attachment B: Equipment and Staffing Services

Attachment C: Insurance Requirements

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_ **DAY OF MAY 2024**.

**THE UNIVERSITY OF NORTH FLORIDA  
BOARD OF TRUSTEES**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**UNIVERSITY**

**THE NAVIGATORS**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**USER**

# UNIVERSITY OF NORTH FLORIDA FACILITIES USE AGREEMENT

## Attachment A

### Housing Facilities:

Osprey Fountains\*

### Suite Types Provided:

4 Bedroom Suite (private bedroom w/ access to a shared bathroom):

5 Bedroom Suite (private bedroom w/ access to a shared bathroom):

Each 4- or 5-person suite will be single gender (male or female)

All interns must be at least 18 years of age

### Activities:

Housing for Company Name

### Use and Occupancy Period:

05/16/2024 until 08/1/2024 (78 nights)

MINIMUM OCCUPANCY: 9

MAXIMUM OCCUPANCY: 9

### Fees:

\$45.00/NIGHT/GUEST PRIVATE OCCUPANCY

\$40.00 key replacement charge per lost key

**ESTIMATED COST for 9 Intern Guests for 78 nights: \$31,590 (plus applicable sales tax)**

### Other Services:

UNF Visitor Wireless Internet Access (included)

All USER parking needs should be arranged by USER with UNF Parking and Transportation Services

### Fee Payment Schedule:

NO DEPOSIT DUE TO SECURE RESERVATION; NO-SHOW will result in a one-night charge for the minimum occupancy as outlined above being due on the contract. **BALANCE DUE 30 BUSINESS DAYS FOLLOWING COMPLETION OF EVENT**

### Rules and Regulations:

All rules and regulations outlined in the current edition of the Resident Handbook apply to all guests throughout their stay. The current edition can be viewed by visiting:

<https://www.unf.edu/housing/files/resources/certified.rf.2023-2024Resident-Handbook.pdf>

## **UNIVERSITY OF NORTH FLORIDA FACILITIES USE AGREEMENT**

### **Attachment B: Equipment and Staffing Services**

**Description: UNF WILL NOT PROVIDE ANY EQUIPMENT NOT ALREADY AVAILABLE WITHIN THE OSPREY FOUNTAINS**

**THE DEPARTMENT OF HOUSING AND RESIDENCE LIFE WILL PROVIDE 24-HOUR EMERGENCY MAINTENANCE AND CUSTODIAL SERVICES IF THE NEED ARISES.**

**VISIT [http://www.unf.edu/housing/resources/Maintenance\\_Request.aspx](http://www.unf.edu/housing/resources/Maintenance_Request.aspx) FOR INFORMATION REGARDING EMERGENCY AND NON- EMERGENCY MAINTENANCE AND CUSTODIAL SERVICE EXAMPLES.**

**ADDITIONALLY, THE DEPARTMENT OF HOUSING AND RESIDENCE LIFE WILL MAKE AVAILABLE STAFF TO ADDRESS QUESTIONS OR CONCERNS DURING TYPICAL BUSINESS HOURS THROUGHOUT THE EVENT.**

Erection of apparatus needed is the responsibility of USER. UNIVERSITY reserves the right through Senior Director, or designee, to reject any of the above-mentioned items.

USER shall be solely responsible for determining the number of staff appropriate for User's activities. All employees, representatives, agents, volunteers and independent contractors acting for or on behalf of USER shall be subject to all rules and regulations of UNIVERSITY. USER shall remove from service upon the request of UNIVERSITY any employee not adhering to applicable rules and regulations relating to their conduct. UNIVERSITY shall not have supervision or control over User's employees, representatives, agents, volunteers or independent contractors in the performance of their duties for USER, and USER shall be solely responsible for their actions.

Unless otherwise agreed to in writing, all employees such as, but not limited to, the chief ticket seller, ticket sellers, chief usher, ticket takers, ushers, door guards, police, first aid personnel, custodians, and electricians to be used for the events held by User, shall be the employees of UNIVERSITY.

UNIVERSITY shall provide all security plans. UNIVERSITY reserves the right to make announcements at any time, and to retain ultimate control of the sound level and house lights and to take any steps deemed necessary by UNIVERSITY to protect the safety and welfare of those in attendance.

**UNIVERSITY OF NORTH FLORIDA FACILITIES USE AGREEMENT**

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

All Users of any UNF Facility shall, at their own expense, obtain and/or maintain insurance in the categories listed in the Insurance Schedule below with an insurance company licensed to do business in the State of Florida in amounts which meet or exceed the minimum limits set forth in the Schedule. The University of North Florida Board of Trustees and State of Florida, their agents, employees and officers shall be named as additional named insured on each policy by written endorsement. The insurance shall cover all of the User's operations and activities under any agreement for Facility use, including, but not limited to, personal injury, wrongful death and property damage and abuse/molestation when minors are present during the rental period, and shall be effective throughout the effective period of any such agreement, with no exclusions or deductibles attributable to UNF. It is not the intent of this Schedule to limit the types of insurance otherwise required or that User may desire to obtain.

User shall deliver a certified copy of each of the policies that User is required to maintain indicating the required coverage and additional named insured's to the Facility Manager and Environmental Health and Safety Office fourteen (14) working days prior to the beginning of the User's planned occupancy of the Facility. In the event the certified copies of the policies are not provided within the time specified, the University may, at its sole option and without any liability for damages, immediately terminate any agreement for Facility use.

Each insurance policy shall contain a valid provision or endorsement that the policy shall not be canceled, terminated, changed or modified in any way without User or its insurer giving fourteen (14) days advance written notice thereof to the Facility Manager. If at any time the policies maintained by the User shall be or become unsatisfactory to the University, or if any of the carriers issuing any of the policy shall be or become unsatisfactory to the University of North Florida, as required above, User must provide a new and satisfactory replacement policy prior to the beginning of User's planned occupancy of the Facility. In the event User fails to provide certified copies of the replacement policies required above, the University may, at its sole option and without any liability for damages, immediately terminate any agreement for Facility use.

### **INSURANCE SCHEDULE**

<b><u>POLICY</u></b>	<b><u>MINIMUM LIMIT</u></b>
Comprehensive General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 in the aggregate
Property Damage	\$500,000 per occurrence
Excess Medical	\$10,000 minimum