



Requesting organization's name _____ ("User")

Camp Director (individual responsible for the camp) _____

Address _____

City/State/Zip _____

Phone _____ Cell _____

Email _____

Requesting organization's on-site person in charge & responsible on day of the function (or use) _____

Address _____

City/State/Zip _____

Phone _____ Cell _____

Email _____

University Facility Coordinator _____

Cell _____ Email _____

Facility desired _____

Rooms desired _____

Dates(s) _____

Time from _____ to _____

Description of Activity _____

Purpose of Activity _____

Security requirements UM (contact UM Police: 305-284-3075) _____

Number of participants: _____

Parking/Shuttle/Valet/Parking Officer requirements (contact UM Parking, 305-284-3096) _____

Set-up/Event support/Cleanup required (contact UM Facilities Customer Service, 305-284-8282) _____

Specify number of trash bins you require for this event _____

Specify number of recycle bins you require for this event _____ All recyclable trash shall be properly sorted and placed in appropriate recycle bins. Bins shall be requested through Facilities Management at 305-

284-8282.

Other Equipment Desired: _____

Facility rental fees \$ _____
Any applicable taxes including Florida Sales & Use Tax \$ _____ (Florida Sales & Use Tax currently 7%)
If tax exempt, MUST attach certificate of exemption
Security fees \$ _____
Reimbursable fees \$ _____
(Specify) _____
Total fees for use of University facility \$ _____
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 Business Services AND the Facility Coordinator. 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 Camp activity.
- b. The University will not be required to provide any publicity or informational service or general business service for a prospective user of a University Facility.
- c. No smoking is permitted in any part of the Facility.
- d. No alcoholic beverages or gambling devices of any kind may be brought onto any University Facility unless authorized in writing by the Office of Business Services.
- e. Three (3) weeks prior to the event the User must notify the UM Police Department at the Coral Gables campus (305-284-6666) to review the event for security requirements and develop a security plan. The User will comply with and be responsible for all costs associated with the event security plan. The User will report all criminal acts to the University police by calling 305-284-6666 to ensure proper investigation and other reporting requirements. Emergencies are reported by calling 911 or 305-284-6666.
- f. User shall not injure, mar or allow any alteration to be made to any University Facility 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 Camp.
- h. Prior to execution by the University for the use of space in any University Facility (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 Business Services, User shall furnish general liability and sexual molestation 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 University 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 and \$2,000,000 Aggregate for General Liability and \$1,000,000 for Sexual Molestation.** 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. **Background checks on all camp employees, volunteers or affiliates working at the University of Miami are required. This requirement is a material term of this Facilities Use Agreement. The background screening must include a Level 2 Background screening as defined by the State of Florida, which includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Failure to comply with this requirement will result in the immediate termination of this Facilities Use Agreement and the forfeiture of any monies already paid to the University of Miami.**

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- k. Persons shall be admitted to the University of Miami Facilities without regard to age, race, color, sex, religion, creed or national origin.
- l. 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 this agreement.
- m. User must obtain all required permits from the City of Coral Gables pertaining to their Camp: structural permits for tents, plumbing permits (if using portable restroom facilities), electrical permits (for tent lights, electrical outlets, etc.), and all other necessary permits that apply to the activity. Application for permits can be obtained from the University's Facilities Administration office located at 1535 Levante Avenue, 2nd floor, Coral Gables, Florida; telephone number 305-284-3051. User shall be required to locate utilities and will not be allowed to drive stakes in the ground without prior approval from Facilities Management. For structural tent set-ups, user shall be required to locate utilities and will not be allowed to drive stakes in the ground without prior approval from Facilities Management.
- n. The University has installed a lightning prediction system which is designed to predict lightning strikes within a defined geographical region. When the conditions for a lightning strike exist, the system will give a 15-second blast from a cluster of horns (sirens) which can be heard about ½ mile away. At the same time, a yellow strobe visible from certain areas will activate and stay on until the danger has passed or at least 10 minutes after the last detection of lightning. During this alarm state, those outdoors must seek appropriate shelter. Those who remain do so at their own risk. Once the potential for a lightning strike has passed, the system will activate horns for an all-clear signal—three short (5 second duration) blasts—and the strobe light will cease functioning. The system will regularly be in effect during the hours of 7 am to 11 pm. If you have any questions about the system, please contact Public Safety at 305-284-6666.
- o. The User is responsible for any and all costs in connection with the presentation of the Camp set forth herein. All fees for the use of University Facilities 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. User is responsible for any and all costs in connection with the presentation of the function set forth herein, including damage to grounds, trees or shrubs.
- p. User must adhere to hours applicable to the Facility for which agreement applies.
- q. 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.
- r. 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.
- s. User shall be solely responsible for the safety and welfare of its participants, agents, employees, guests and the attending public.
- t. 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.
- u. 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 Facility 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 Facility.
- v. This Agreement is non-assignable.
- w. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for Camps held in University Facilities.
- x. Cancellations without a minimum of ____ days prior written notice to the University, or a "no show" for a scheduled use of a University Facility, may be grounds for termination or restriction of use privileges.
- y. 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 the Camp activity 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.

- z. 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 Facilities.
- aa. The University retains all concession rights, unless otherwise specified in writing, and the User may not engage in any selling of any items.
- bb. 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.
- cc. **Emergency Preparedness – Camp Directors are responsible for understanding their roles in an emergency impacting the University of Miami and are required to complete an online emergency preparedness orientation on an annual basis.** Camp Directors are also responsible for ensuring all of their paid and volunteer staff working at a University of Miami facility are familiar with the University's emergency plans and procedures. All emergency information can be accessed from the University's Emergency Preparedness website at www.miami.edu/prepare. Camp Directors and their staff should also confirm that the University of Miami Office of Emergency Management has their correct contact information to receive all Emergency Notification Network alerts by emailing oem@miami.edu or calling 305-284-8005.

Follow the steps below to access the required online emergency preparedness orientation:

1. Type courses.miami.edu into an Internet-connected web browser.
2. In the middle-center of the screen, select "LOGIN WITH CANE ID".
3. Login with CaneID: "student.oem" (without quotation marks) and password "Go#1Canes!" (without quotation marks and case sensitive).
4. In the middle-center of the screen, in the "My Available Course Sites" window, select "OEM Training".
5. In the bottom-center of the screen, select the course link "/Assignments/Summer Visitor Emergency Preparedness Training for Gables Campus".
6. In the middle-center of the screen, select "Summer Visitor Emergency Preparedness Training for Gables Campus".
7. Begin the training module.
8. Click the "next page" button at the bottom left of the page to advance through the training until the quiz at the end.

NOTE: If the Requesting Organization is a non-University organization, any advertising in conjunction with the Camp must contain the following language:

"This program, while located at the University of Miami, is not affiliated, sponsored or endorsed by the University of Miami."

All copies of this Agreement must be executed by User and Facility Coordinator prior to submission to the Office of Business Services, 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 Facility Coordinator 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 Facilities, 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 University Facilities or activities of User, its agents, employees or guests.

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USER (Name)

User Representative (Name)

Title _____

Signature _____

Date _____

UNIVERSITY OF MIAMI

Coral Gables Facility

Coordinator Name _____

Title _____

Signature _____

Date _____

APPROVED: Office of Business Services

Name _____

Title _____

Signature _____

Date _____

Attachments

Please attach copies of the following to this Use Agreement (for all that apply):

- Tax-Exempt Form (if claiming tax exempt status; if not, 7% Florida Sales Tax will apply)
- Certificate of Insurance (General Liability naming UM as additional insured)
- Summer Camp Daily Program or Schedule
- Flyer, Brochure, or Letter advertising Summer Camp, or other print publicity
- Contract/Agreement with Chartwell's Dining Services for any food services required
- Contract/Agreement with UM Dept. of Residence Halls for any housing requirements
- Any additional documents that explain or clarify details related to the Summer Camp