

AGREEMENT FOR CONFERENCE SERVICES AND FACILITY USE
(Non-university Use)

THIS AGREEMENT FOR CONFERENCE SERVICES AND FACILITY USE (“Agreement” together with such other items as are identified in paragraph 3 below) is made as of the Effective Date (defined below), by and between the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate, for and on behalf of [unit or department managing the facility] (the “University”), and the Client identified in the Reservation Request and Event Summary attached hereto as Attachment “A” (the “Event Summary”).

A. University owns or controls certain real property and facilities as identified in the Event Summary (collectively, the “Facilities”).

B. On occasion, University allows individuals, organizations, or entities from the general public to utilize the Facilities, on a limited basis and when available, for purposes that may include, but are not limited to, lodging, meetings, conferences, youth camps, or other similar group activities, as identified in the Event Summary, and University also offers certain services in support of such functions (the “Services”).

C. Client desires to utilize certain Services and portions of the Facilities, as designated in the Event Summary, during the Term for the Permitted Use, as such terms are defined herein, and University is willing to provide such Services and Facilities to the Client subject to the terms and conditions of this Agreement.

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

1. Contact Information. The contact information for the Client shall be as set forth in the attached Event Summary, and the contact information of the University is set forth below:

Contact Person:

Telephone No.:

E-mail Address:

Mailing Address:

Physical Location:

Fax No.:

2. Effective Date; Deadlines. This Agreement shall be effective as of the date on which the last of the parties hereto have executed and/or acknowledged all required documents comprising the Agreement (the “Effective Date”). Client must submit electronic copies of this contract and any other required documents to University at the e-mail address set forth in Section 1 by any indicated deadlines.

This Agreement will be invalid, and the offer contained herein considered null and void, if electronic copies of any required items listed are not submitted to University by the indicated deadlines. Subsequent to such deadlines, and prior to the Effective Date, the terms, rates, and availability of Services and Facilities as set forth in this Agreement are not guaranteed and are subject to change at the University's discretion.

3. Agreement Documents; Merger. The term "Agreement", as used herein and in any attachments, addenda, or exhibits to this Agreement, shall mean and include (i) this Agreement for Conference Services and Facility Use, and (ii) any and all attachments, addenda, or exhibits hereto. In the event of a conflict between this Agreement for Conference Services and Facility Use and any attachments, addenda, or exhibits attached hereto, the provisions of the attachments, addenda, or exhibits shall take precedence. This Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the agreement between the parties. This Agreement supersedes, and the terms of this Agreement govern, any prior collateral agreements, whether written or oral, between the parties with respect to the subject matter hereof.

4. Client Defined; Eligibility. The term "Client", as used herein and in any attachments, addenda, or exhibits to this Agreement, shall be defined as the individual(s), entity, organization, group, or department identified in the Event Summary and responsible for the event that is the subject of this Agreement. University does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity/expression, family responsibilities, political affiliation, source of income, physical handicap, or any other basis protected under federal or local laws. However, an individual, entity, organization, group, or department that has previously breached the terms or conditions of a contract or agreement with the University may, at University's discretion, be prohibited from using the University's Facilities or Services.

5. Details of Use. The specific Services and portions of the Facilities that University will provide to Client; the agreed-upon dates and times of Client's use of such Services and Facilities (the "Term"); the nature and extent of Client's permitted use of the Facilities (the "Permitted Use"); the number and make-up (gender, age, etc.) of Client's participants; and other information and terms specific to Client's event, function, or use, are all set forth in the completed Event Summary attached hereto as Attachment "A". Client agrees that it shall only use the Services and Facilities for the Permitted Use, and in accordance with all of the terms and conditions of this Agreement. Notwithstanding anything contained in this Agreement, at no time shall University be obligated to relinquish control over its Services and Facilities to the Client for any reason. This Agreement and Client's use of the Services and Facilities is at all times subject to University's termination rights as set forth in Section 11 below.

6. Charges and Fees to Client. A summary of the minimum anticipated charges to Client associated with the Permitted Use, as well as the terms of payment of such charges, are set forth in the attached Event Summary. If applicable, such summary of charges includes sales tax; if Client is a tax-exempt entity, it must provide a certificate evidencing such exemption to University prior to execution of this Agreement in order to avoid being charged sales tax. In addition, Client shall also be subject to the schedule of fees attached hereto as Attachment "B" for additional services or activities that Client desires or requires but that are not included in the Event Summary.

7. Additional Terms Relating to Use; Addenda. This Agreement is subject to the term and conditions contained in all addenda attached hereto as Attachment "C". Based on Client's Permitted Use as established in the Event Summary, the addendum or addenda specified will apply to and be

incorporated into, and form a material part of, this Agreement and Client acknowledges that they contain additional terms and conditions to which Client will be subject based on Client's Permitted Use.

8. Compliance with Laws, Rules, and Policies. . Client expressly agrees that its use of the Facilities and Services shall be subject to all applicable rules, regulations, policies, and procedures of the University, including but not limited to <https://www.myflfamilies.com/service-programs/background-screening/who.shtml>, as the same may be amended from time to time, as well as any written or verbal direction or instruction from authorized University staff. University policies specifically include, but are not limited to, the University Residence Hall Community Standards (available at www.housing.ufl.edu/undergrad/resources/community-standards) and the University Student Code of Conduct (available at www.dso.ufl.edu/sccr/process/student-conduct-honor-code). Furthermore, in connection with its use of the Facilities and Services, Client agrees to abide by all laws, ordinances, rules, regulations, or other authority, as applicable, of any governing body or agency exercising jurisdiction over the Facilities or Services. In the event Client's Permitted Use may include minors (defined as any individual who is seventeen years of age or younger), Client agrees to abide by all laws, policies, and procedures for events including minors, including the attached Minor Participant Addendum. Client's failure to abide by all rules, regulations, policies, and procedures of the University, and all laws, ordinances, rules, regulations, or other authority of governing bodies, may result in Client's immediate loss of access to the Facilities and termination of this Agreement. Client expressly acknowledges that it is responsible for the behavior, negligence, and actions of its employees, agents, event participants, invitees, or guests while on University property, and covenants and agrees to use its best efforts to ensure that all such parties and individuals abide by all applicable terms and conditions of this Agreement.

9. Damage to Facilities. Client shall be liable for any damage to or destruction of the Facilities, or any improvements located thereon, caused, either directly or indirectly, by the negligence or intentional act of Client, its employees, agents, event participants, invitees, or guests. In the event of such damage or destruction, University will complete necessary or desirable repairs and/or restoration, and Client shall reimburse University for the costs of such repairs and/or restoration upon written notice from University. If Client fails to reimburse such costs within thirty (30) days following receipt of University's written notice, such amounts comprising the costs in question shall bear interest at the highest rate allowed by Florida law.

10. Condition of Facilities. Client represents that it has had sufficient opportunity to inspect the Facilities and finds them fit for Client's Permitted Use. University makes no warranties of any kind, express or implied, with regard to the condition, safety, or fitness of the Facilities for the Permitted Use. Client expressly acknowledges and agrees that the Facilities are presented to Client "as is" and "with all faults", and that Client shall not bring any claim of any kind whatsoever against University in connection with the condition of the Facilities. University has made no affirmations of fact or promises which relate to the condition of the Facilities or which are a part of the basis of the bargain hereunder.

11. Nature of Agreement; University Termination. This Agreement is in the nature of a license from University to Client. In no event shall this Agreement constitute a lease or easement, or effect the grant to Client or creation in favor of Client any tenancy, leasehold, or easement estate, or other estate in the Facilities. This Agreement is intended, and shall be construed, as granting a mere license or right of use to Client to use the Facilities pursuant to the terms contained herein. Notwithstanding anything contained in this Agreement to the contrary, University may, within its sole and absolute discretion and for any or no reason whatsoever, terminate this Agreement at any time upon notice, written or verbal, to Client.

If such termination is a result of a Client default under this Agreement, Client shall not be entitled to a refund of any charges or fees already paid.

12. Client Cancellation. Subject to the cancellation or modification charges set forth in this Section 12, Client may cancel this Agreement, either in its entirety or partially (i.e., by reducing the number of participants, amount of lodging and/or meeting space, etc.). All notices of Client-initiated cancellations must be e-mailed to University unless otherwise agreed upon. The effective date of any notice of cancellation will be based upon the timestamp that University's e-mail system assigns to Client's cancellation e-mail. For any Client-initiated cancellation, Client shall be assessed cancellation charges in accordance with the following terms:

- a. If Client cancels the Agreement, either in its entirety or partially, 30 days or more prior to the commencement of the Term, Client will receive a full refund of applicable charges without assessment of cancellation fees.
- b. If Client cancels the Agreement, either in its entirety or partially, 15 to 29 days prior to the commencement of the Term, Client will receive a 50% refund of applicable charges.
- c. If Client cancels the Agreement, either in its entirety or partially, between 1 and 14 days prior to the commencement of the Term, Client will receive a 30% refund of applicable charges.
- d. If Client cancels the Agreement subsequent to the commencement of the Term or subsequent to beginning use of the Facilities and Services, and/or departs the Facilities prior to the expiration of the Term, Client will not be entitled to a refund of any applicable charges. In addition, Client may be liable for charges pertaining to damage, loss, or misuse of Facilities in accordance with the terms of this Agreement.

13. Marketing. The Client may not use the name of the University, or any component thereof, in any advertising material in a manner that implies University sponsorship or endorsement of, or affiliation with, Client or Client's event without the University's express written consent. Client may make reference to University only with regard to the location of Client's event. If the client wishes to use the University trademarks or logos, the proposed use must be submitted to University via e-mail and receive University prior written approval.

14. Rights Specific to Client. The right acquired through this Agreement to use the Services and Facilities is limited to the Client, its directors, officers, members, employees, agents, contractors, assigns, event participants, invitees, and guests only, and is not assignable, transferable, alienable, or devisable. Nothing herein shall inure to the benefit of any third party who is not a party to this Agreement.

15. Liability, Indemnification, & Insurance. Client agrees to defend (at the University's option, and with University's choice of legal counsel), indemnify, and save harmless the State of Florida and the University, their respective officers, board members, agents, employees, directors, successors, assigns, representatives, and affiliates, against and from any and all demands, actions, causes of action, suits, damages, claims and liabilities, and against and from any and all liability for loss, damage, or injury to any property, incurred or sustained by University arising from, growing out of, or resulting from Client's negligent or intentional acts, activities within, or use of, the Facility, including costs, attorneys' fees, and other expenses incurred by University in defending any such claim. This indemnification obligation shall survive the expiration or earlier termination of this Agreement. Damaged or lost equipment will result in charges added to Client's final bill, with the University determining the amount of such charges based on the nature and extent of damage or loss assessed. Client Insurance requirements, if any, are set forth in either the Event Summary or one or more addenda incorporated into this Agreement.

16. Waiver and Release. Client waives and releases all claims against the State of Florida, the University, their respective officers, board members, agents, employees, contractors, and servants, and agrees that such entities and individuals shall not be liable for injury to any person or damage to any property sustained by Client, or by any of Client's event participants, occurring from the Services or in or about the Facilities and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the Facilities or any part of them; or from any equipment or appurtenance which becomes out of repair; or from any occurrence, act, negligence, or omission of any Client's officers, directors, members, agents, employees, contractors, and servants or of any other person; except for damages arising from the gross negligence of University, its officers, board members, agents, employees, contractors, and servants.

17. Miscellaneous.

- a. University may, within its sole discretion but at no additional cost to Client, substitute the Services and Facilities described in this Agreement with other similar services and facilities, so long as such substitute services and facilities are comparable in nature.
- b. Client shall notify University at least 7 days prior to the commencement of the Term of any special accommodation (e.g., accessibility, dietary, etc.) that Client's staff or event participants have requested; however, University does not guarantee that it can make any or sufficient accommodation for such requests except to the extent required by law.
- c. University will not accept deliveries or mail on behalf of Client or its event participants.
- d. University may, at its discretion and for an additional fee, make additional storage available to Client and its event participants.
- e. University is not responsible for the return of any personal property or items lost, stolen, or abandoned by a Client or participant. If such property or items are turned in to University, Client may be notified via e-mail and University may hold such items in its office, but may, without any liability whatsoever, dispose of them 24-hours after the conclusion of the Term.
- f. Client will inform University staff no less than 7 business days prior to check-in of any high-profile guests who may require security, or who intend to bring their own security. Failure to disclose high-profile guests may result in the termination of all or part of this Agreement.

18. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of the State of Florida's or the University's sovereign immunity, or a waiver of any limitation of liability of the University beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. Controlling Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any litigation arising under this Agreement shall be in the Circuit Court of Alachua County, Florida, and the parties agree to submit to the personal jurisdiction of such court.

20. No Modification. No modification, amendment, discharge, or change to or of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument, together with all items incorporated herein by reference, contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

21. No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of both the University and the Client, both the University and the Client have complied with all the requirements of law, and both the University and Client, as well as their representative signatories hereto, have full power and authority to enter into and comply with the terms and provisions of this instrument.

23. Public Records. This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Client agrees and acknowledges that any books, documents, records, correspondence, or other information kept or obtained by University, or furnished by Client to University, in connection with this Agreement or the activities contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, *Florida Statutes*. University may terminate this Agreement at any time for Owner's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this Agreement.

24. Notice. Every notice, demand, request, consent, approval, or other communication required to be given, served, or sent by any party pursuant to this Agreement shall be submitted to the other party either (i) electronically at the e-mail address set forth in Section 1 above or the Event Summary, as applicable, or (ii) by U.S. mail at the mailing address set forth in Section 1 above or the Event Summary, as applicable.

25. Severability. Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

26. Construction. This Agreement shall not be construed more strongly against either party, regardless of who is responsible for its preparation.

27. Headings. Section headings are for convenience only and are not to be construed as part of this Agreement.

28. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections,

rebellions, civil disorder, declaration of national or local emergencies, including but not limited to public health emergencies, acts of God, or other causes beyond such party's reasonable control.

29. Electronic Execution; Counterparts. This Agreement may be executed in electronic or portable document format, and in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“UNIVERSITY”

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,
a public body corporate

**“CLIENT”, as identified in
Attachment “A” - Event Summary**

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments (check if yes):

- ____ Event Summary (required)
- ____ Fee Schedule (required)
- ____ Event Space and Equipment Rental Addendum (required)
- ____ Conference Lodging Addendum
- ____ Guest Apartment Housing Addendum
- ____ Internship Housing Addendum
- ____ Minor Participant Addendum Addendum
- ____ Other (specify) _____

ATTACHMENT “A” – EVENTS WITH MINOR PARTICIPANTS ADDENDUM

In the event Client’s Permitted Use may include minors (defined as any individual who is seventeen years of age or younger), Client agrees to comply with the following additional requirements as it relates to minor participants under its supervision during the Permitted Use in the Facilities.

Criminal Background Checks Requirement Client agrees that it will ensure that appropriate criminal background checks are obtained in compliance with all applicable laws, rules, and regulations, including but not limited to the requirements contained in Florida Statutes, Chapters 402, 435, and 1012, as well as Section 110.1127, has been conducted for all of its employees, agents, representatives, and volunteers who provide the care, custody, and control of minor participants. Client further agrees that it will not allow anyone convicted of a sexual offense to be employed or volunteer in any capacity for this Permitted Use. Client represents and warrants that all the Client’s employees, agents, representatives, and volunteers involved in the Permitted Use have undergone the requisite screenings described in this paragraph or will be screened prior to the start and Client indemnifies and holds the University harmless from and against any and all claims, losses, or expenses that may arise in connection with the foregoing. Client agrees all employees, agents, representatives, and volunteers who will provide care, custody, and control supervision of minors will be background screened in accordance with the law prior to event.

Consent, Release, and Waiver. The University’s Compliance and Ethics office (<https://youth.compliance.ufl.edu/>) can provide general guidance regarding common rules applicable to events or activities including or impacting minors; however, Client acknowledges that it is responsible for collecting and maintaining emergency medical treatment consent forms for its event participants age 17 or younger, as well as compliance with any other laws concerning minors. Client agrees to obtain fully executed Participant Consent, Release, and Waiver of Liability form related to minors participating in the program. The form must be completed by parent(s) or legal guardian(s) for minor participants prior to the start of the program (available at https://youth.compliance.ufl.edu/media/youthcomplianceufl.edu/documents/Template-Non-UF_on-Campus_Participant-Consent-Release-and-Waiver_minor.docx). **Participants without a signed form are prohibited from attending the event. Client agrees to maintain the forms for a minimum of five years and provide to the university upon request. Events or activities involving minors which will require the parent(s), guardian(s), and/or teachers to always be present to provide adequate supervision do not require Participant Consent, Release, and Waiver of Liability forms.**

Client Initials (required) _____