

# FLORIDA INTERNATIONAL UNIVERSITY

## TERMS AND CONDITIONS

### INTERNAL FIU DEPARTMENT CUSTOMERS

1. **Space Manager.** All FIU spaces are assigned to departments and administered by an identified person within that department, as applicable (the "Space Manager"). Event coordination can be done by the Space Manager or his/her designee (the "Premises Event Coordinator"). These T&Cs use the term Space Manager in all instances where either administration or Event coordination tasks are discussed, and the term Space Manager is inclusive of the separate tasks of the Premises Event Coordinator if and to the extent applicable.
2. **Premises.** Subject to these terms and conditions and any additional terms and conditions set forth in the Confirmation (collectively, the "T&Cs"), CUSTOMER may use the space or spaces and equipment (the "Premises") described in the Confirmation. CUSTOMER further understands that the reservation is only for the space noted in the Confirmation and not for any other part of the building(s).
3. **Use of Premises.** CUSTOMER may use the Premises only for the purpose of hosting the event listed on the Confirmation (the "Event") on the date(s) and during the time(s) listed on the Confirmation (the "Use Period"). If rehearsal time for the Event is required, it must be scheduled in advance in EMS, and is subject to availability.

Reservations are not transferable, nor may CUSTOMER turn over the Premises for use by another customer without the express prior written approval of the Space Manager. CUSTOMER understands that the Event must demonstrate a direct tie to FIU's mission. Events where there is no tie to mission (including, without limitation, reservations of space for personal use as referenced in Section 14 hereof) shall forfeit any previously granted discounts and will be billed at market rates.

Space Manager reserves the right to cancel the reservation where inaccurate representation of the Event or incomplete details have been provided. Space Manager reserves the right to reassign the reservation to similar facilities if the needs of FIU require such a reassignment.

No CUSTOMER PARTIES may prohibit Space Manager or other FIU staff from accessing the Premises, cover the windows or lock the doors of the Premises prior to, during or after the Event.

CUSTOMER shall be solely responsible for conducting its Event and for supervising the CUSTOMER PARTIES at all times.

4. **Compensation.** CUSTOMER understands that a fee will be due for the use of the Premises, whether the Premises are actually used by CUSTOMER for the full Use Period or not (the "Use Fee"). CUSTOMER will receive a reservation estimate, and CUSTOMER'S Expense Manager shall have three (3) business days from the issuance of the reservation estimate to approve the Use Fee. The Premises will be held for CUSTOMER during said three-day period. CUSTOMER acknowledges and agrees that CUSTOMER'S Expense Manager's failure to timely approve the Use Fee shall entitle Space Manager to cancel the reservation and to assign the Premises to other customers, as applicable.

CUSTOMER agrees to an automatic charge for the Use Fee (shown as the “Grand Total” sum itemized in the Confirmation) for the use of the Premises.

The Use Fee shall be charged directly to CUSTOMER’S Activity Number or Project ID after the conclusion of the Event. Funds from external parties will not be accepted by the Central Reservations Office as payment for any reservations by FIU Departments.

Space Manager will calculate final charges upon completion of the Event and, to the extent applicable, will charge any additional charges not previously applied directly to CUSTOMER’S Activity Number or Project ID. Misrepresentations regarding Event details may result in adjustment of the User Fee.

Refunds may only be processed after a written cancellation has been issued by Space Manager, or the Central Reservations Office, as applicable, and Event final charges have been collected. Cancellation fees may apply on reservations cancelled by CUSTOMER within seven (7) business days of the Event or the first day of the Use Period for a multi-day Event, as applicable. Rescheduling of the Use Period is only permitted one time, is subject to availability, and a rescheduling fee may apply. For Premises provided without charge, a “No Show” fee may apply if Premises are reserved but not used.

5. **General Conditions of Use.** CUSTOMER agrees that CUSTOMER, its employees, contractors, agents, representatives, invitees, guests, and each of its participants (together, the “CUSTOMER PARTIES”) shall comply with each of the following terms and conditions during use of the Premises:

- a. **Proper Use and Care of the Premises.** CUSTOMER PARTIES are responsible for the proper use and care of any FIU property, including, but not limited to, the Premises. CUSTOMER agrees that it will not use tape to affix items to the walls, or drive or permit to be driven, nails, hooks, tacks or screws into any part of the Premises, building or equipment contained therein and will not make nor allow to be made any alterations of any kind to the Premises, building or equipment contained therein. No animals are allowed at any FIU lands occupied or controlled by FIU, including but not limited to any campus (an “FIU Location”), provided however, that (i) service animals, defined as a dog or miniature horse used as an accommodation who is individually trained to do work or perform tasks for the benefit of an individual with a qualifying disability, are permitted, and (ii) emotional support animals, defined as a domesticated animal that may provide physical assistance, emotional support, calming, stability, and other kinds of assistance, but which is not a service animal, are not allowed into public areas of any FIU Location and are only allowed in residence halls with immediate access to outdoor areas. Skateboards, skates, rollerblades, bicycles, hover-boards, and other recreational equipment must be carried while in the Premises. CUSTOMER 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 Event related activities.

- b. **Smoking.** All FIU Locations are smoke-free, and smoking and/or use or sale of any tobacco product is prohibited in all areas of all FIU Locations. CUSTOMER PARTIES may not smoke traditional or electronic cigarettes, cigars, or pipes (including hookah or vaping) on any FIU

Location, including inside the Premises. CUSTOMER will be charged for the cost of cleaning or eliminating smoke odors or stains in the Premises.

c. Restoration of Premises Following the Event. CUSTOMER at its expense shall clean-up and restore the Premises immediately after usage to the same condition provided to CUSTOMER prior to its use of the Premises. Costs will be assessed to CUSTOMER for clean-up and restoration by Space Manager if CUSTOMER's clean-up/restoration is not satisfactory in Space Manager's sole and absolute discretion. Any property that is left in, on, or around the Premises following the conclusion of the Event shall be deemed abandoned, Space Manager may elect not to store same, and any abandoned property may be disposed of at the discretion of Space Manager.

d. "AS IS" Status of the Premises. CUSTOMER accepts the Premises in "**AS IS**" condition.

e. Compliance with Laws. CUSTOMER PARTIES shall abide by all applicable federal, state, and local laws, rules and regulations, including, but not limited to, environmental laws, federal and state rules and regulations regarding political campaigns and elections (to the extent applicable), and FIU policies, procedures, rules and regulations, including those related to promotion, parking and signage (collectively, the "Laws") in performing these T&Cs, including, but not limited, in its use of the Premises. CUSTOMER understands that FIU regulations, policies and/or procedures can be viewed on FIU's website at <https://reservespace.fiu.edu/terms-conditions/>. Without limiting any other provision of these T&Cs, Space Manager may cancel the reservation at any time if Space Manager determines, in its sole discretion, that any actions by any of the CUSTOMER PARTIES constitute a violation of any Laws and Space Manager shall not be subject to any liability for said cancellation.

f. Promotional Activities. CUSTOMER agrees to perform its promotional activities related to the Event in accordance with the guidelines of FIU External Relations set forth at <https://externalrelations.fiu.edu/>, and in the least intrusive manner so as not to disturb the atmosphere of any FIU Location and the educational activities therein. Marketing of the Event may not begin until the reservation is confirmed and CUSTOMER has obtained all required permits and approvals. Furthermore, CUSTOMER represents and warrants to FIU that it has obtained any and all consents, and paid any required compensation, for the use of the name, likeness and image of any persons shown or featured in CUSTOMER's promotional materials for the Event or any merchandise or materials sold or distributed for or during the Event.

g. Co-Sponsors, VIP Guests and Guest Speakers. CUSTOMER agrees to disclose any co-sponsors, invited VIP guests or guest speakers, whether affiliated with FIU or not, that will attend the Event at the time of reservation.

h. Permits. To the extent applicable, CUSTOMER must procure, at its own expense, all permits required in connection with the Event, including, but not limited to, permit(s) required by FIU. CUSTOMER shall ensure 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, FIU requirements and the guidelines of FIU's Procurement Services set forth at <http://finance.fiu.edu/purchasing/index.html>. Upon Space Manager's request, CUSTOMER will provide copies of any such permits, licenses and/or insurance.

i. Space Manager Services. Space Manager shall not be responsible for providing any services, equipment, or any other items to CUSTOMER in connection with its use of the Premises, unless otherwise expressly set forth in the Confirmation. If an Event requires, or results in, excessive consumption of utilities, the provision of excess utilities shall be determined by Space Manager or FIU's administration, as applicable. CUSTOMER is responsible for the cost of excessive consumption of utilities.

j. Copyrighted Materials. To the extent applicable, it is the responsibility of CUSTOMER, for itself and on behalf of the artist or promoter of the Event, to ensure that all copyrighted or trademarked programming to be presented has been duly licensed or authorized by the owners of all respective intellectual property or their representatives. CUSTOMER shall obtain, at its own expense, any licenses, and pay any royalties which CUSTOMER may owe for the sale or distribution of copyrighted or trademarked material at any activities contemplated under these T&Cs. The FIU Libraries offer general guidance on copyright laws, user responsibility and copyright infringement online at <http://library.fiu.edu/copyright>.

6. **Parking at the Premises.** FIU reserves the right to provide and control all parking at FIU Locations required in connection with the Event. FIU may charge a parking fee to Event participants. All parking revenues and all parking rights shall belong to FIU. All CUSTOMER PARTIES must abide by FIU parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization. CUSTOMER recognizes that any special arrangements made for parking for the Event do not constitute a license or grant any permission to violate parking rules and regulations of FIU.
7. **Food Service.** FIU does not provide catering services or personnel to serve food, but has approved caterers for catering services on FIU Locations. CUSTOMER is required to adhere to FIU's guidance on the use of approved vendors as posted at <https://shop.fiu.edu/dining/catering/preferred>). CUSTOMER must notify Space Manager if it intends to use a caterer, and set-up and break-down times must be scheduled at the time of reservation. The service of food by CUSTOMER or CUSTOMER'S food service provider, including use of deep fryers and open flame cooking, if applicable, shall be subject to Space Manager's prior written approval (which, if granted by Space Manager, shall be evidenced by an express approval set forth in the Confirmation) and any requirements/conditions that may be set forth in the Confirmation. Self-catering may not be allowed on all premises. For information on food safety, please visit <http://ehs.fiu.edu/resources/index.html>.

If applicable, CUSTOMER shall comply, and shall cause its food service provider to comply, with all health and safety Laws pertaining to the service of food. CUSTOMER shall also be responsible for obtaining, or causing its food service provider to obtain, any and all required governmental documentation for same, including, but not limited to, licensing and permitting requirements, to the extent applicable.

Neither CUSTOMER nor CUSTOMER'S food service provider may advertise or directly market catering services or serve food or beverage for resale to the FIU community.

8. **Alcohol.** The possession, service, sale, consumption and distribution of alcohol in any FIU Location, including the Premises, is strictly governed by all appropriate state and federal laws, local county ordinances, and FIU's regulation regarding alcoholic beverages. Alcohol in any FIU

Location is subject to FIU's prior approval in its sole and absolute discretion. CUSTOMER must disclose the desire to bring alcohol to the Premises at the time of reservation (and CUSTOMER acknowledges that any Event booked less than two weeks prior to the scheduled date might not receive timely approval to bring alcohol to the Premises) and must file a valid copy of the occupational license and required liability insurance with Space Manager. Any CUSTOMER that has received approval to serve alcoholic beverages is recommended to use FIU's food service contractor. Food items and non-alcoholic beverages must be made available at the time of alcohol service. Alcohol must be served by a licensed bartender. Alcohol service must end one hour prior to the scheduled end of the Event. Alcoholic beverages may not be used in Event marketing, as prizes or awards. Responsible consumption of alcohol shall be encouraged, and publicity of an Event may not make reference to the availability of alcoholic beverages. Social events that encourage drinking, drinking contests, or alcoholic intoxication, and the advertisement of any such events are strictly prohibited. No individual under the legal drinking age (minimum of 21 years of age) may possess, serve, sell, consume or distribute alcohol on any FIU Location, and no individual on any FIU Location may serve or otherwise provide alcohol, for consumption, to individuals under the legal drinking age of 21 years. The foregoing is not an exhaustive list of requirements; please refer to FIU Regulation 2505 regarding alcoholic beverages at <http://regulations.fiu.edu> for additional terms and conditions, which are incorporated as if fully set forth herein. For information on how to obtain FIU's prior approval, please visit <https://reservespace.fiu.edu/terms-conditions/> and please refer to the Application for Service, Sale or Consumption of Alcoholic Beverages.

9. **Safety and Security.**

a. **Risk Review.** FIU reserves the right to require safety and security measures for the Event at the sole cost and expense of CUSTOMER.

b. **Security.** CUSTOMER is solely responsible for the security of all property, equipment, materials, and any other items that it or any CUSTOMER PARTIES bring onto the Premises. CUSTOMER shall also be solely responsible for the security of all CUSTOMER PARTIES on the Premises. FIU reserves the right, due to the nature or extent of CUSTOMER's activities, to require CUSTOMER to hire off-duty FIU police officers, at CUSTOMER's sole cost and expense, to ensure the orderly flow of pedestrians and traffic around the Premises and for public safety. In the event that CUSTOMER desires special security services or measures, the provisions of such services or measures shall be determined between CUSTOMER and the FIU Police Department and other FIU officials as deemed necessary by FIU in its sole and absolute discretion. CUSTOMER is responsible for the costs of such special security. CUSTOMER further agrees to evacuate the Premises promptly upon hearing a fire alarm and/or upon notice given by FIU in the event FIU deems it necessary for the protection and safety of the public. Without limiting any other obligation of CUSTOMER under these T&Cs, CUSTOMER shall, and shall cause the CUSTOMER PARTIES to, strictly abide with FIU's policy regarding firearms and dangerous weapons, available at <https://policies.fiu.edu/files/32.pdf>.

c. **Hazardous Materials/Activities.** In no event shall CUSTOMER use or bring any hazardous materials, as defined by applicable Laws, on the Premises. Any Events contemplating the use of fireworks, blank-shots and similar types of pyrotechnic materials, capable of ignition in an FIU Location must be coordinated with the Department of Environmental Health & Safety and FIU's Police Department, and a valid permit issued by the local fire department is required. For more guidance on fireworks, see FIU's policy at <http://ehs.fiu.edu/Programs/General%20Safety/Pages/Policies.aspx>. CUSTOMER agrees that there

will be no dangerous or hazardous activities undertaken in or about the Premises, unless otherwise expressly permitted in writing by Space Manager as set forth in the Confirmation.

10. **Insurance.** If and to the extent applicable, CUSTOMER shall ensure that its vendors/contractors/subcontractors/agents/representatives maintain, at the vendors/contractors/subcontractors/ agents/representatives' sole expense, the following minimum insurance coverage: (i) commercial general liability insurance (on an occurrence form) which includes coverage for bodily injury, property damage, personal injury, products/completed operations, and contractual liability with minimum limits of \$1,000,000.00 per occurrence; and (ii) workers compensation insurance at the statutory limits and employer's liability of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of FIU, and (iii) if applicable, liquor liability insurance with minimum limits of \$1,000,000.00 per occurrence. **The general liability insurance certificate shall indicate that the policy carries an endorsement (no more restrictive than CG 20 10) 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 vendors/contractors/ subcontractors/ agents/representatives' 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. Space Manager, upon request, reserves the right to obtain a copy of the policies required above at any time prior to, during and after the Use Period.

11. **Acknowledgment.** CUSTOMER acknowledges and agrees that Space Manager is not responsible for any loss or damage sustained for any cause whatever, prior, during or subsequent to the Use Period, by reason of any defect, deficiency, failure or impairment of the Premises, including, but not limited to, the water supply system, air conditioning system, heating system, wires leading to or inside the Premises, gas, electric or telephone systems, or from any source whatsoever. Space Manager is not liable or responsible for any financial loss incurred by CUSTOMER due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function prior, during or subsequent to the Use Period.

12. **Termination.** Space Manager shall have the right to cancel the reservation for any reason whatsoever, in Space Manager's sole and absolute discretion, upon providing CUSTOMER with prior written notice (and Space Manager will endeavor to provide thirty (30) days prior written notice of termination) (a "Discretionary Termination"). Discretionary Terminations shall be limited to three (3) times per semester per Space Manager.

Without limiting the foregoing, if CUSTOMER willfully and/or repeatedly fails to comply with any material term or condition of these T&Cs and/or fails to perform any of its obligations hereunder, in addition to any other rights Space Manager has under these T&Cs, Space Manager reserves the right in its sole and absolute discretion to cancel any other existing reservations and to deny subsequent reservation requests. Space Manager shall have no liability to CUSTOMER for any such cancellation or otherwise.

13. **ADA/Non-Discrimination.** CUSTOMER shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled guests, invitees and employees

of the Event, such as the provision of interpreters, attendants, and the like. In no event shall Space Manager be required to incur any costs or expenses needed to adapt the Premises for the intended use of the Event. Further, CUSTOMER will adhere to FIU's non-discrimination policy at all times.

**14. Miscellaneous.**

- a. Personal Use. FIU employees wishing to reserve space at any FIU Location for personal use must do so as an external customer and will be subject to the Terms and Conditions for external customers.
- b. Severability. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of these T&Cs shall remain valid and enforceable.
- c. Waiver. The waiver by either party of a breach or a violation of any provision of these T&Cs shall not operate as or be construed to be a waiver of any subsequent breach.
- d. Force Majeure. Space Manager does not guarantee the uninterrupted use of facilities (including the Premises) 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, interruption of utilities, fuel supply, acts of God or of the public enemy, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Service, 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 Space Manager's control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are, in Space Manager's reasonable judgment, necessary to be made.
- e. FIU Logo/Marks. CUSTOMER must refer to FIU's branding guidelines at <https://fiu.edu/brand> prior to using the name, logos, marks and/or likeness of FIU.
- f. Role of Space Manager and Premises Event Coordinator. Each of Space Manager's and its designated Premises Event Coordinator's sole role in this matter is to authorize CUSTOMER to use the Premises for the purposes provided herein.
- g. Radon Gas Disclosure. RADON Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

15. **Exclusives.** FIU has certain exclusive relationships with third parties which may affect use of the Premises, including: (1) Pepsi as FIU's exclusive beverage provider of carbonated and non-carbonated soft drinks, fruit juices and drinks, sports drinks, protein drinks, energy drinks, coconut-water based drinks, milk-based drinks, pre-packaged protein drinks, ready-to-drink tea and coffee products, packaged water, enhanced water, and flavored water; (2) Barnes & Noble as FIU's exclusive seller on-campus of items typically sold in college bookstores, such as books, educational supplies, stationery, desk accessories; and (3) Herff Jones as FIU's exclusive supplier of FIU class rings and commencement merchandise. Accordingly, no CUSTOMER PARTY may sell, promote or market any items which may conflict with these exclusive relationships. Additionally, CUSTOMER may not provide those excluded services outlined in **Exhibit A** attached hereto and herein incorporated. Any use of the Premises in contradiction of these terms shall be prohibited

and may be cause for FIU's cancellation of the reservation and/or removal of those items in violation of these terms, as determined by FIU in its sole and absolute discretion.

16. **Additional Requirements for Minor Participants.** As a condition of having the Event at FIU and using the Premises, CUSTOMER agrees to comply with the following additional requirements as it relates to minor participants (i.e., those who are under the age of 18 years) under its supervision while on the Premises:

- a. **Criminal Background Checks Requirement.** CUSTOMER agrees that it will ensure that a Level II criminal background check pursuant to Florida Statutes, Section 435.04, has been conducted for all of its employees, agents, representatives, and/or volunteers who will be interacting or may interact with the minor children. CUSTOMER further agrees that it will not allow anyone convicted of a sexual offense to be employed or volunteer in any capacity for this Event. CUSTOMER represents and warrants that all the CUSTOMER's employees, agents, representatives, and/or volunteers involved in the Event have undergone the requisite screenings described in this paragraph or will be screened prior to the start of the Event and CUSTOMER indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the foregoing.
- b. **Medical Insurance.** CUSTOMER agrees to obtain proof of valid and current medical insurance coverage on behalf of every minor participant prior to the start of the Event. CUSTOMER represents and warrants that it will obtain such insurance required coverage prior to the start of the Event.
- c. **Medical Authorization.** CUSTOMER agrees to obtain a signed Medical Authorization in a form the same or substantially the same as the form located at <https://generalcounsel.fiu.edu/wp-content/uploads/sites/26/2018/07/Medical-Authorization-Form-for-Minors.pdf>, on behalf of every minor participant. CUSTOMER represents and warrants that it has or will obtain a signed Medical Authorization on behalf of each minor participant before the start of the Event. CUSTOMER agrees to provide FIU with fully executed Medical Authorization forms within a reasonable time when requested by FIU. CUSTOMER indemnifies FIU and agrees to be responsible for any costs that FIU may incur for medical treatment sustained during the Event if CUSTOMER fails to obtain a valid Medical Authorization form.
- d. **Release, Waiver of Liability and Assumption of Risk Forms for Minor Participants.** CUSTOMER agrees to obtain fully executed Release, Waiver of Liability and Assumption of Risk forms releasing FIU from all liability related to minors participating in the Event. The Release, Waiver of Liability and Assumption of Risk form for parents to sign on behalf of minors participating in the Event is located at <https://generalcounsel.fiu.edu/wp-content/uploads/sites/26/2018/07/Release-Waiver-of-Liability-and-Assumption-of-Risk-Minors-External.pdf>. The Release, Waiver of Liability and Assumption of Risk form for minors must be fully executed by their lawful parent(s)/guardian(s). CUSTOMER represents and warrants that it has or will obtain all required Release, Waiver of Liability and Assumption of Risk forms for minor participants prior to the start of the Event. CUSTOMER indemnifies FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees.
- e. **Safety & Security Procedures.** CUSTOMER warrants and represents that it has an emergency/crisis response plan appropriate for the Event's operations, that CUSTOMER has procedures in place for addressing the safety and security of the Event participants (in general and as required of the specifics of its Event), and that CUSTOMER will ensure



that the Event staff/volunteers adhere to the foregoing procedures, including, but not limited to, the following (which does not constitute an exhaustive list):

- i. Having activities planned for Event participants be age and developmentally appropriate;
- ii. If the Event is a sport camp of any type, clinic, and/or tournament, obtaining the prior written approval from the FIU Director of the Athletics Compliance Office (ACO). In order to obtain approval from the ACO, CUSTOMER agrees to meet the following conditions:
  1. An ACO Event Brochure Form must be submitted to and approved by the ACO prior to any Event brochure being printed and/or distributed;
  2. An ACO Event Advertisement Approval Form must be submitted to and approved by the ACO prior to any advertisement of the Event; and
  3. An ACO Athletics Compliance Audit must be completed for each Event and must be submitted to the ACO no later than ten (10) business days after completion of the Event.
- iii. Ensuring that the Event participants will not be exposed to any hazardous materials or conditions;
- iv. Having protocols to avoid or to address any potential food allergy issues;
- v. Providing reasonable medical care and attention appropriate to the ages of the Event participants, the physical activity in which the Event participants are engaged, and the physical environment in which the activity occurs (e.g., addressing heat strokes, concussions);
- vi. Having a plan for transporting injured Event participants to the nearest hospital or other appropriate medical facility in the event of a medical emergency;
- vii. Having the appropriate number of staff/volunteers to Event participant ratio to ensure the safety of the Event participants based on the Event requirements (see the American Camp Association for suggested staff-to-minor participant ratios: <http://www.acacamps.org/resource-library/accreditation-standards/aca-standards-relate-staff-screening-supervision-training>);
- viii. Ensuring that, at no time during the Event, will CUSTOMER permit the staff/volunteers to be alone with a single Event participant where the staff/volunteers cannot be observed by others;
- ix. Ensuring that Event participants will not be left unsupervised, including during the time of drop off or pick up for the Event;
- x. Ensuring that, under no circumstances, will the staff/volunteers release Event participants to anyone other than the authorized parent, guardian or other adult authorized by the parent or guardian;
- xi. Ensuring that the staff/volunteers shall not abuse or mistreat Event participants in any way, including, but not limited to, physical abuse (e.g., striking, spanking, shaking, slapping); verbal abuse (e.g., humiliating, degrading, threatening); sexual abuse (e.g., touching or speaking inappropriately or showing Event participants inappropriate materials); mental abuse (e.g., shaming, withholding kindness, being cruel, belittling); and/or neglect (e.g., withholding food, water, or basic care);
- xii. Having a process and procedure to deal with potential bullying and hazing issues;
- xiii. Ensuring that the staff/volunteers engage only in appropriate touching necessary for the Event activities and relative to the Event participants' ages;

- xiv. Ensuring that the staff/volunteers have appropriate protocols in place for bathroom usage (e.g., making sure that a restroom is not occupied by suspicious or unknown individuals before allowing Event participants to use the facilities; with respect to younger Event participants, sending Event participants in threes and, whenever possible, with at least two staff/volunteers of the same gender);
- xv. Having an evacuation plan in the event of an emergency, such as inclement weather, fire, etc.;
- xvi. Ensuring that all dive, boat and/or other water sport-related activities that take place in the ocean and/or other large bodies of water are reviewed, approved and supervised by the FIU Dive and Boat Safety Team;
- xvii. Refraining from taking photographs and/or videos of the Event participants (including through the use of cell phones) and/or from posting any photographs and/or videos on social media without prior written approval from the Event participant's lawful parent/guardian; and
- xviii. Ensuring that the staff/volunteers adhere to the Florida mandatory child abuse reporting requirements as set forth in Florida Statutes Section 39.201 and are familiar with the definitions of abuse as set forth in Florida Statutes.

## EXHIBIT A

### FIU SALES RESTRICTIONS

CUSTOMER may not sell (or operate) the following in the Premises:

- Guns, firearms, explosives or related products;
- Alcoholic spirits and/or beverages (excludes beer, malt beverages with an alcohol content of no more than 6.243% by volume or 5% by weight, still wine and sparkling wine);
- Any tobacco or tobacco-related products;
- Pornographic, obscene, or profane materials;
- An adult entertainment bar or club;
- Pari-mutuel betting facility, casino or other gambling operations (excludes state lottery);
- Educational textbooks including new, used rental or e-book formats and related educational supplies, notebooks, stationery, desk accessories, class rings and jewelry;
- Beverage and snack vending machines;
- Food services (*i.e.*, restaurants, coffee shops. etc.) that serve prepared hot and/or cold food;
- Medical services, specifically including but not limited to urgent care medical services, minute clinics and/or physicians;
- Banking services to students, faculty and staff, including but not limited to checking accounts, loans, and related branch banking services;
- Credit cards offers or affiliations to students; and
- Beverages outside of those included in FIU's core list of beverages, as defined in its Pepsi Pouring and Vending Contract.\*

---

\* Pepsi is the exclusive provider of Core Beverages sold, promoted and marketed on FIU campuses. Core Beverages include the following categories: carbonated and non-carbonated soft drinks; 100% shelf-stable fruit juices (e.g., Dole and Ocean Spray) and juice drinks (less than 100% fruit juice); sports drinks, pre-packaged value-added protein drinks (e.g., Muscle Milk); energy drinks; coconut water-based drinks; milk-based drinks which contain less than 50% milk; pre-packaged protein drinks; ready-to-drink tea; ready-to-drink coffee products; packaged water; enhanced water; and flavored water. Note, this exclusivity does not extend to milk, dairy and yogurt drinks, specialty name branded flavored milk (*i.e.*, 2% skimmed, chocolate milk and flavored milk), or hot beverage items (*i.e.*, hot teas, hot coffee, hot soups and specialty flavored hot coffee type offerings).

Pepsi has exclusive marketing rights with regards to the above categories of Core Beverages sold on FIU campuses. Therefore, only Pepsi's Core Beverages may be marketed, promoted, or given away on FIU campuses. Further, only Pepsi is allowed to represent that Pepsi, or any of Pepsi's Core Beverages, is "the beverage sponsor of FIU," "the exclusive drink of FIU," "A proud sponsor of FIU," "the Official drink of FIU," or be permitted by FIU to use any other similar phrase or representation.