

FLORIDA INTERNATIONAL UNIVERSITY

TERMS AND CONDITIONS

STUDENTS AND STUDENT ORGANIZATIONS

1. **Premises.** Subject to these terms and conditions and any additional terms and conditions set forth in the Confirmation (collectively, the “T&Cs”), STUDENT (**which term is inclusive of student groups**) may use the space or spaces and equipment (the “Premises”) described in the Confirmation. STUDENT further understands that the reservation is only for the space noted in the Confirmation and not for any other part of the building(s). STUDENT acknowledges and agrees that (i) any STUDENT 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; (ii) student groups that are not officially recognized by FIU are considered external customers and will be subject to the Terms and Conditions for external customers, and (iii) student groups reserving space at any FIU Location on behalf of, or in conjunction with, a third party organization for the purposes of marketing to the FIU community or fundraising are considered external customers and will be subject to the Terms and Conditions for external customers.
2. **Use of Premises.** STUDENT 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 with FIU, and is subject to space availability and additional fees.

Reservations are not transferable, nor may STUDENT turn over the Premises for use by another customer, student or student group without the express prior written approval of FIU. STUDENT understands that at least eighty percent (80%) of the Event attendees must be currently employed FIU faculty, currently employed FIU staff and/or currently enrolled FIU students (individually and collectively, “FIU Community Members”). Events where less than 80% of attendees are FIU Community Members shall forfeit any previously granted discounts and will be billed at market rates. STUDENT further understands that the Event shall directly benefit the FIU Community Members.

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

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

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

3. **Compensation.** STUDENT understands that a fee, plus all applicable Florida sales tax, will be due for the use of the Premises, whether the Premises are actually used by STUDENT for the full Use Period or not (the “Use Fee”). If the Use Fee is paid for with funds provided by FIU, such funds must cover all Event expenses and no partial payments by STUDENT are permitted except where STUDENT has tax-exempt status. Notwithstanding anything to the contrary set forth in these T&Cs, a STUDENT paying for the Event with funds provided by FIU is not required to make deposits or prepayments.

Otherwise, STUDENT agrees to pay the Use Fee (shown as the “Grand Total” sum itemized in the Confirmation), plus all applicable Florida sales tax, as follows:

Date	Percentage of Use Fee
Within five (5) business days from receipt of the reservation estimate	Thirty percent (30%) of Room Charges (the “Deposit”)
Ninety (90) days before the Event (and for a multi-day Event, ninety (90) days before the first day of the Use Period)	Remaining balance of Room Charges (the “Balance”)
0 – 89 days before the Event	All other charges on the Reservation

Notwithstanding the chart above, if there are less than ninety (90) days between the date of the reservation and the first day of the Use Period, the “Grand Total” sum itemized in the Confirmation is due and payable in full at the time of reservation, and payment shall be made in the form of credit card, debit card, money order or cashier’s check.

Payment shall be made in the form of credit card, electronic funds transfer or by check payable to “Florida International University,” which check should be sent to the Central Reservation Office, Modesto Maidique Campus, Address: 11200 SW 8th Street, GC-1210, Miami, Florida 33199.

STUDENT will receive a reservation estimate, and STUDENT shall have five (5) business days from the receipt of the reservation estimate to tender the Deposit. The Premises will be held for STUDENT during said five-day period. STUDENT acknowledges and agrees that STUDENT’S failure to make any payments due under these T&Cs on the respective due dates shall entitle FIU to cancel the reservation, and to permit other customers to use the Premises. If a paper check or E-check is returned by a bank for any reason, (i) a returned check fine based on the total amount of the check will be added to the reservation and, (ii) subsequent payments on reservations at FIU must be made by credit card, debit card, money order or cashier’s check. STUDENT will not be able to continue with existing reservations or make new reservations until all amounts owed on returned checks and fines are paid in full.

FIU will calculate final charges upon completion of STUDENT’S Event and, to the extent applicable, will bill STUDENT for any additional charges not previously paid. Any additional payment shall be submitted to FIU within five (5) business days after STUDENT’S receipt of an invoice from FIU, and payment shall be made in the form of credit card, debit card, money order or cashier’s check. Misrepresentations regarding Event details may result in adjustment of the User Fee. Regarding student groups, (i) unpaid balances on such group’s account shall survive changes in such group’s elected officers and will carry over to the following academic year, (ii) if a group’s former officer books the Premises one year in advance, the current board of said group will be held responsible for cancellation and “no show” fees, as applicable, and (iii) after repeated “no shows”, the student group may lose its reservation privileges for the semester.

Rescheduling of the Use Period is may be permitted at the sole discretion of FIU, 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.

4. **Refunds.** The Deposit is nonrefundable except for cases of force majeure or for an FIU Discretionary Termination (as defined in Section 13). The Balance, as applicable, is refundable if the reservation is cancelled prior to ninety (90) days before the Event, after which it becomes non-refundable. Fees for services to be provided by FIU are refundable at any time prior to seven (7) days before the Event.
5. **General Conditions of Use.** STUDENT agrees that STUDENT, its contractors, agents, representatives, invitees, guests, and each of its participants (together, the “STUDENT PARTIES”) shall comply with each of the following terms and conditions during use of the Premises:
 - a. **Proper Use and Care of the Premises.** STUDENT PARTIES are responsible for the proper use and care of any FIU property, including, but not limited to, the Premises. STUDENT 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. STUDENT 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. STUDENT PARTIES may not smoke traditional or electronic cigarettes, cigars, or pipes (including hookah or vaping) on any FIU Location, including inside the Premises. STUDENT will be charged for the cost of cleaning or eliminating smoke odors or stains in the Premises.
 - c. **Restoration of Premises Following the Event.** STUDENT at its expense shall clean-up and restore the Premises immediately after usage to the same condition provided to STUDENT prior to its use of the Premises. Costs will be assessed to STUDENT for clean-up and restoration by FIU if STUDENT’s clean-up/restoration is not satisfactory in FIU’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, FIU may elect not to store same, and any abandoned property may be disposed of at the discretion of FIU.
 - d. **“AS IS” Status of the Premises.** STUDENT accepts the Premises in “AS IS” condition.
 - e. **Compliance with Laws.** STUDENT 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, and all terms, conditions, requirements and policies applicable to student groups, including, without limitation, those set forth by the Student Organizations Council (collectively, the “Laws”) in performing these T&Cs, including, but not limited, in its use of the Premises. STUDENT 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, FIU may cancel the reservation at any time if FIU determines, in its sole discretion, that any actions by any of the STUDENT PARTIES constitute a violation of any Laws and FIU shall not be subject to any liability for said cancellation.

f. Promotional Activities. STUDENT agrees to perform its promotional activities related to the Event in accordance with all applicable Laws and FIU requirements posted at <https://reservespace.fiu.edu/terms-conditions/>, 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 STUDENT has obtained all required permits and approvals. STUDENT may not use the FIU logo without FIU’s prior written permission. STUDENT must identify as affiliated with Florida International University in promotional materials, signage and/or during promotional activities. Furthermore, STUDENT 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 STUDENT’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. STUDENT 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, STUDENT must procure, at its own expense, all permits required in connection with the Event, including, but not limited to, permit(s) required by FIU. STUDENT 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 and FIU requirements. Upon FIU’s request, STUDENT will provide copies of any such permits, licenses and/or insurance.

i. FIU Services. FIU shall not be responsible for providing any services, equipment, or any other items to STUDENT 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 FIU in its sole and absolute discretion. STUDENT is responsible for the cost of excessive consumption of utilities.

j. Copyrighted Materials. To the extent applicable, STUDENT, for itself and on behalf of the artist or promoter of the Event, represents and warrants to FIU 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. STUDENT shall obtain, at its own expense, any licenses, and pay any royalties which STUDENT may owe for the sale or distribution of copyrighted or trademarked material at any activities contemplated under these T&Cs. STUDENT hereby indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with this provision. The FIU Libraries offer general guidance on copyright laws, user responsibility and copyright infringement online at <http://library.fiu.edu/copyright>, without any representation or warranty on the part of FIU.

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 STUDENT PARTIES must abide by FIU parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization. STUDENT 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. STUDENT is required to adhere to FIU's guidance on the use of approved vendors as posted at <https://shop.fiu.edu/dining/catering/preferred>). STUDENT must notify FIU 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 STUDENT or STUDENT'S food service provider, including use of deep fryers and open flame cooking, if applicable, shall be subject to FIU's prior written approval (which, if granted by FIU, shall be evidenced by an express approval set forth in the Confirmation) and any requirements/conditions that may be set forth in the Confirmation. Notwithstanding the foregoing, STUDENT is allowed to serve store-bought prepared goods and baked goods at its Event without requiring the need to obtain FIU's prior written approval. Self-catering may not be allowed on all premises. For information on food safety, please visit <https://ehs.fiu.edu/resources/index.html>.

If applicable, STUDENT shall comply, and shall cause its food service provider to comply, with all health and safety Laws pertaining to the service of food. STUDENT 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 STUDENT nor STUDENT'S food service provider may advertise or directly market catering services or serve food or beverage for resale to the FIU community. However, as part of an Event, STUDENTS are allowed to sell store-bought prepared goods and baked goods for fundraising purposes.

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. STUDENT must disclose the desire to bring alcohol to the Premises at the time of reservation (and STUDENT 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 FIU. Any STUDENT 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 at the sole cost and expense of STUDENT.

b. **Security.** STUDENT is solely responsible for the security of all property, equipment, materials, and any other items that it or any STUDENT PARTIES bring onto the Premises. STUDENT shall also be solely responsible for the security of all STUDENT PARTIES on the Premises. FIU reserves the right, due to the nature or extent of STUDENT's activities, to require STUDENT to hire off-duty FIU police officers, at STUDENT'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 STUDENT desires special security services or measures, the provisions of such services or measures shall be determined between STUDENT and the FIU Police Department and other FIU officials as deemed necessary by FIU in its sole and absolute discretion. STUDENT is responsible for the costs of such special security. STUDENT 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 STUDENT under these T&Cs, STUDENT shall, and shall cause the STUDENT 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 STUDENT 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>. STUDENT agrees that there will be no dangerous or hazardous activities undertaken in or about the Premises, unless otherwise expressly permitted in writing by FIU as set forth in the Confirmation.

10. **Insurance.** To the extent applicable, STUDENT 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. STUDENT shall assume all risk and responsibility for the actions of its vendors/contractors/subcontractors/agents/representatives on the Premises. FIU, 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.** STUDENT expressly waives any and all claims of whatever nature, for any and all 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. FIU is not liable or responsible for any financial loss incurred by STUDENT 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. Nothing in these T&Cs shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
12. **Termination.** If STUDENT fails to comply with any material term or condition of these T&Cs and/or fails to perform any of its obligations hereunder, then FIU, in addition to all remedies available to it by law, may immediately, upon notice to STUDENT in writing or via e-mail, cancel the reservation and all deposits, payments, advances, or other compensation paid by STUDENT to FIU shall be forfeited and become the property of FIU. In no event shall FIU be liable to STUDENT for any consequential, incidental, special and/or indirect damages or losses (in contract or tort), including, but not limited to, any lost revenues or savings in connection with these T&Cs.

Further, FIU shall have the right to cancel the reservation for any reason whatsoever, in FIU's sole and absolute discretion, upon providing STUDENT with prior written notice (and FIU will endeavor to provide thirty (30) days prior written notice of termination) (an "FIU Discretionary Termination"). In the event of an FIU Discretionary Termination, provided that STUDENT is then in compliance with these T&Cs, FIU shall reimburse STUDENT for any payments previously paid by STUDENT to FIU. Additionally, the reservation may be unilaterally canceled by FIU for refusal by STUDENT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes (Florida's Public Records law), and made or received by STUDENT in conjunction with these T&Cs.

Without limiting the foregoing, if STUDENT 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 FIU has under these T&Cs, FIU reserves the right in its sole and absolute discretion to cancel any other existing reservations and to deny subsequent reservation requests. FIU shall have no liability to STUDENT for any such cancellation or otherwise.

13. **ADA/Non-Discrimination.** STUDENT understands that FIU, in providing the facilities, does not act as the presenter or promoter of the Event. STUDENT 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 FIU be required to incur any costs or expenses needed to adapt the Premises for the intended use of the Event. STUDENT agrees to indemnify and hold FIU harmless from and against any and all liability, fines, suits, claims, demands and actions, costs, attorneys' fees and expenses of any kind or nature whatsoever for any damages incurred, whether economic, punitive, compensatory or otherwise which may arise in connection with (i) STUDENT's failure to reasonably accommodate any disabled individual who is a guest, invitee, or employee at its Event on FIU's Premises and from and against any orders, judgments or decrees which may be entered pursuant thereto and/or (ii) STUDENT changing the layout of the Premises, which layout as provided by FIU is in compliance with federal, state and local laws regarding the needs of people with disabilities, and not restoring said compliant layout to the same condition after termination of the Event. Further, STUDENT represents and warrants to FIU that STUDENT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with STUDENT's use of the Premises or presentation of the Event on account of race, color, sex, religion, age, handicap or marital status. STUDENT further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises.

14. Miscellaneous.

- a. 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.
- b. 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.
- c. Force Majeure. FIU 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 FIU's control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are, in FIU's reasonable judgment, necessary to be made.
- d. Taxes. STUDENT acknowledges sole responsibility for the payment of all applicable federal, state, and local taxes and fees of whatever nature that are associated with the use of the Premises. If STUDENT wishes to be charged on a tax-exempt basis, STUDENT must present FIU with a valid Florida Consumer's Certificate of Exemption (DR-14). STUDENT acknowledges that a not-for-profit status does not automatically exempt STUDENT from payment of sales tax.
- e. FIU Logo/Marks. STUDENT 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. No Joint Venture. FIU's sole role in this matter is to authorize STUDENT to use the Premises for the purposes provided herein. This is not a joint venture between FIU and STUDENT.

- 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 STUDENT PARTY may sell, promote or market any items which may conflict with these exclusive relationships. Additionally, STUDENT 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, STUDENT 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.** STUDENT 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. STUDENT further agrees that it will not allow anyone convicted of a sexual offense to be employed or volunteer in any capacity for this Event. STUDENT represents and warrants that all the STUDENT'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 STUDENT 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.** STUDENT agrees to obtain proof of valid and current medical insurance coverage on behalf of every minor participant prior to the start of the Event. STUDENT represents and warrants that it will obtain such insurance required coverage prior to the start of the Event.
 - c. **Medical Authorization.** STUDENT 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. STUDENT 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. STUDENT agrees to provide FIU with fully executed Medical Authorization forms within a reasonable time when requested by FIU. STUDENT indemnifies FIU and agrees to be responsible for any costs that FIU may

incur for medical treatment sustained during the Event if STUDENT fails to obtain a valid Medical Authorization form.

- d. **Release, Waiver of Liability and Assumption of Risk Forms for Minor Participants.** STUDENT 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). STUDENT 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. STUDENT indemnifies FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees.
- e. **Safety & Security Procedures.** STUDENT warrants and represents that it has an emergency/crisis response plan appropriate for the Event's operations, that STUDENT 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 STUDENT 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, STUDENT 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 STUDENT 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

STUDENT 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.