



**AGREEMENT FOR TEMPORARY USE OF
MIAMI DADE COLLEGE FACILITIES**

Name and Address of Organization Entering Agreement (Herein Known as User)

Name _____

Address _____	City _____	State _____	Zip _____
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NUMBER (TAX EXEMPT NUMBER IF NON-PROFIT ORGANIZATION) TELEPHONE

Specify Type of Activity and Duration: _____

ALL RENTERS BE ADVISED THAT THE DISTRICT BOARD OF TRUSTEES, MDC DOES NOT PROVIDE FACILITIES TO ORGANIZATIONS OVER EXTENDED PERIODS OF TIME. RENTALS ARE ON A TEMPORARY BASIS ONLY, AND USERS ARE URGED TO MAKE OTHER ARRANGEMENTS AS SOON AS POSSIBLE.

1. The Miami Dade College shall:
 - a. Furnish light, heat and water by means of the appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure in furnishing any of the same caused by anything beyond the control of the College shall not be chargeable to the College.
 - b. Not be responsible for any damage, accidents or injury that may happen to the User of his agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of or resulting from the above described activity during the period covered by this agreement, and the said User hereby releases and holds harmless Miami Dade College from, and agrees to indemnify it against, any and all claims for such damage, accident, or injury.
 - c. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when, in its opinion, the purpose or purposes for which the premises herein described are being used or intended to be used, shall be obnoxious or inimical to the best interests of the College; anything herein contained not withstanding.
 - d. The activities of MDC have first priority and the College reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.
 - e. As its option, MDC attaches a rider, which outlines the fee schedule and other detail specifications of this agreement, and becomes part of this agreement.
2. The User (Organization) shall:
 - a. Obtain at the User's own cost and expense any and all licenses or permits required by law or ordinance.
 - b. Take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the User's expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior written consent of the Campus President.
 - c. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity and all equipment and material owned by the User. MDC assumes no liability for the User's equipment or material.
 - d. Have all deliveries of needed equipment and materials made only after approved arrangements with Campus President.
 - e. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the Campus President.
 - f. Not bring on the premises, keep, or possess or use any alcoholic beverages or gambling devices of any kind.
 - g. Not use or store or permit to be stored in or on any part of the College's premises any substance or thing prohibited by any law or ordinance, or by standard policies or fire insurance companies operating in the State of Florida.
 - h. Save MDC harmless and indemnify it against any claims or liability for workers compensation, and/or any other public liability and/or property damage liability which may arise or accrue by reason of use by the User of the facilities or property of MDC; in addition assume full responsibility for the character, acts and conduct of all persons admitted to the facilities or property of MDC by the consent of the User of his agents. The User shall protect and indemnify the College, the Board and/or any officer, agent, or employee of the College and save them harmless in every way from all suits or actions at law for damage or injury to persons, life or property that may arise or be occasioned in any way because of the occupancy of the facility or premises.

- i. Insurance coverage of combined single limits of \$1 million per occurrence, including costs will be provided by the User. A certificate of insurance shall be provided and include The District Board of Trustees of Miami Dade College and Miami Dade College as additional insured's.
 - j. Present to MDC an advance security and/or damage deposit in the amount of \$1,000.00 at least twenty-four (24) hours prior to the event. This deposit shall be either a cashier's check or bond made payable to Miami Dade College. The deposit will be returned to the User of the College after all financial obligations have been fulfilled.
3. Payment of Charges:
- a. All payments must be made by check or money order payable to Miami Dade College.
 - b. All payments will be delivered to the Campus President no later than one (1) week after the organization has used the College facilities.
 - c. Any organization not paying the agreed price within the stipulated time after the day of usage will only be permitted to use College facilities in the future after payment of delinquent charges and in advance of any future approved dates.
 - d. The fees and specific details as needed for the use of Miami Dade College facilities are outlined in the attached rider, and become part of this agreement.
4. The Following Regulations Shall be Followed:
- a. Activities will not be permitted between the hours of 10:00 p.m. and 7:00 a.m.
 - b. Smoking will not be allowed in the buildings of the College, nor will the use of controlled substances which violate any federal, state or county statutes.
 - c. Possession and/or consumption of alcoholic beverages are prohibited on all College property.
 - d. Miami Dade College equipment will not be taken from the College under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
 - e. Miami Dade College retains all concession rights and the User may not engage in selling of any items except programs.
5. Acknowledgment:
- a. This agreement will not be binding upon Miami Dade College until accepted and approved by either the Campus President or his or her designee. Accordingly, the undersigned acknowledges and agrees that the formulation of this agreement constitutes the making of a contract within the State of Florida and agrees to submit to the jurisdiction of the courts in the State of Florida with respect to claims arising out of the agreement.
 - b. It is understood that Miami Dade College as used herein shall include the employees, administrators, agents, and Board of Trustees of Miami Dade College.

Miami Dade College:

User:

Senior Director of Campus Administration

Organization

Date

Date

Campus President

Title

Date

Date

Signature

Cc: College Director of Risk Management