

**THE FLORIDA STATE UNIVERSITY  
PANAMA CITY**

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and among Florida State University Board of Trustees, a public body corporate of the State of Florida, for and on behalf its Panama City Campus (“FSU”) and \_\_\_\_\_ (“Organization”).  
Organization Legal Name and Address

**WITNESSETH:**

WHEREAS, FSU has agreed to allow Organization to use certain real property located at 4750 Collegiate Drive, Panama City, Florida (“FSU Property”) in connection with Organizations \_\_\_\_\_ to be  
Event

held on \_\_\_\_\_ during the hours of \_\_\_\_\_ (“Term”); and  
Date(s) Begin/End Time

WHEREAS, as a condition to allowing use, FSU has requested and Organization has agreed to indemnify and hold FSU harmless as set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

Organization hereby releases, acquits and forever discharges the Florida State University Board of Trustees the Florida Board of Governors, the State of Florida, and their respective officers, agents and employees (“Indemnified Parties”), of and from every claim, demand, cause of action or rights of whatsoever nature of kind, for personal injuries, illness, disease or damage to property, arising from or associated with this agreement or the use of FSU facilities, equipment, or property by Organization or any of its officers, agents, employees, contractors, students or invitees, sustained at any time in the future by the Organization or any of its officers, agents, employees, contractors, or students, except as may result solely from the negligence or intentional act of the Indemnified Parties. Further the Organization agrees to defend, indemnify and hold the Indemnified Parties harmless of and from every such claim, demand, cause, cases of action or right of whatsoever nature or kind, except as may result solely from the negligence or intentional act of the Indemnified Parties.. The Organization, at its own cost, expense and risk, shall defend any legal proceedings that may be brought against the Indemnified Parties on any claim of demand arising out of the use of FSU’s facilities, equipment or property and shall satisfy any judgment that may be rendered against the Indemnified Parties. FSU shall notify the Organization of the receipt of any such claim or demand. Organization’s obligations under this paragraph survive termination or expiration of this Agreement.

Organization agrees not to reassign or sublet the facilities, equipment, or property requested herein or any part thereof for any other purpose than specified herein.

FSU reserves the right of use of the facilities, equipment or property and agree to notify the Organization of any changes to this Agreement within 30 days of the Organization’s Event. Should the FSU Property or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby.

The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

Organization agrees to pay rental fees and reimbursement for any damage to facilities, equipment or property herein within 10 days of the date of billing. **Organization further agrees to provide to FSU proof of public liability coverage naming the Florida State University Board of Trustees as additional insured and protecting both against the claims in the minimum amount of \$1,000,000 per person and \$2,000,000 per occurrence prior to confirmation of usage of the facility, equipment or property. Organization shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Organization.**

Organization, at least seventy two (72) hours prior to the commencement of the Event date mentioned above (or immediately upon execution hereof, if less than seventy two (72) hours remain before the Event's Commencement), shall provide to FSU evidence of the insurance required herein. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least seventy two (72) hours prior written notice given to FSU. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Florida, or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

FSU shall have the right to prohibit Organization or any subcontractor of Organization from entering the FSU Property until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by FSU. Organization's failure to maintain the insurance required herein may, at the sole discretion of FSU, result in termination of this Agreement. **IN THE EVENT OF SUCH TERMINATION BY FSU, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY FSU TO ORGANIZATION, AND FSU SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST ORGANIZATION TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY FSU BY REASON OF ORGANIZATION'S DEFAULT HEREUNDER.**

Organization shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of FLORIDA, Panama City, and their respective agencies, as well as all rules and regulations of FSU for the use, occupancy and operation of the Arena. If Organization is controlling any sale or distribution of tickets, Organization will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

Organization shall not use or attempt to use any part of the FSU Property for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of FSU.

Organization agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

Organization acknowledges and agrees that it has made an adequate investigation and inspection of the FSU Property and has made its own determination regarding the suitability of the FSU Property for Organization's proposed use and is satisfied with the condition, fitness and order thereof. Organization further agrees that the FSU Property shall be delivered by Organization "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Organization hereby waives any claims against FSU and the Indemnites for defects in the FSU Property, including latent defects. Commencement of the use of the FSU Property by Organization shall be conclusive that the FSU Property was in good repair and satisfactory condition, fitness and order when such use commenced.

Organization agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the FSU Property. Upon expiration of the Term, Organization shall deliver up to FSU the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. Organization is prohibited from using combustibles, hazardous substances, vehicles, or live animals (not including service animals) on FSU Property.

Organization shall use FSU Property in a safe and careful manner at all times.

None of FSU nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Organization or its employees, players, performers or agents in connection with Organization's use of the FSU Property hereunder. Organization acknowledges and agrees that all of its property or property of others in the FSU Property shall be used and/or stored in the FSU Property at the sole risk of Organization, and Organization hereby waives and releases FSU and the Indemnites from any and all Claims or Costs related thereto to the fullest extent permitted by law.

The FSU and its authorized representatives shall have the right at all times to enter upon and have access to the FSU Property.

\_\_\_\_\_  
Name and Title of Individual Scheduling Event

\_\_\_\_\_  
Date of Event

\_\_\_\_\_  
Name and Title of Chief Administration Officer

\_\_\_\_\_  
Signature of Chief Administration Officer

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

**BEFORE EXECUTING THE ABOVE HOLD HARMLESS AGREEMENT, YOU ARE CAUTIONED TO READ THE PROVISIONS CAREFULLY AND, IF NOT FULLY UNDERSTOOD, CONSULT WITH YOUR ATTORNEY.**

The above organization is recommended to use the facilities as its use does not conflict with the university's activities.

Finance & Administration 4750 Collegiate Dr. Panama City, FL 32405 (850)770-2114 fax-(850)770-2616