** Mutual Use Agreement**

This Mutual Use Agreement ("Agreement") is entered into by and between Florida Institute of Technology ("FIT") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("\_\_\_\_\_") for the reciprocal, no-cost use of athletic facilities.

**1. Purpose.** To formalize the mutual understanding between FIT and \_\_\_\_\_ regarding the reciprocal use of each institution’s athletic facilities, including but not limited to \_\_\_\_\_’s track and field and FIT’s swimming pool, at no charge.

**2. Scope of Use.** For purposes of this Agreement, “athletic facilities” refers to any physical spaces, structures, or designated areas owned or operated by FIT and \_\_\_\_\_, which are intended for physical exercise, sports, recreation, or fitness-related activities. This Agreement covers all athletic facilities owned or operated by FIT and \_\_\_\_\_, subject to availability and each party shall designate a point of contact responsible for coordinating facility scheduling to ensure availability and avoid conflicts. Facility use is contingent upon mutual agreement and does not include any financial compensation.

**3. Term and Termination.** This Agreement shall commence on the date of execution and remain in effect for one year.

**4. Insurance Requirements.** Each party shall maintain insurance coverage meeting the following minimum standards:

* Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate. Must include bodily injury, property damage, and contractual liability. Each party shall add the other as additional insured.
* Automobile Liability: $1,000,000 per occurrence (if vehicles are operated on the other party’s property).
* Workers’ Compensation: Statutory limits per Florida law.
* Employer’s Liability: $1,000,000.
* Sexual Molestation Coverage: must be included under general liability or obtained in separate policies in an amount of not less than $1,000,000 per occurrence ($2,000,000 aggregate) and $3,000,000 excess/umbrella coverage. Required if either party’s use of facilities involves minors or vulnerable populations.

“Certificates of Insurance (COIs) shall be exchanged prior to the initial use of either Party’s athletic facilities, and shall remain valid for the duration of this Agreement. COIs must include a 30-day notice of cancellation and be submitted to each party’s designated compliance office.

5. **Indemnification and Liability.** Each Party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other Party (the “Indemnified Party”), including its officers, agents, and employees, from and against any and all claims, liabilities, losses, and expenses—including reasonable attorneys’ fees and court costs—arising out of or related to the Indemnifying Party’s use of the Indemnified Party’s facilities under this Agreement, to the extent caused by the negligent acts or omissions of the Indemnifying Party, its officers, agents, or employees.Each party shall be solely responsible for supervising its own students, staff, or participants while using the other party’s facilities. This indemnity shall not apply to claims, damages, or liabilities resulting from the sole negligence of the Indemnified Party, its agents, or employees.This clause shall survive the termination or expiration of this Agreement. Compliance with any insurance requirements set forth in this Agreement shall not relieve the Indemnifying Party of its obligations under this section.

**6. Responsibility for Property Damage and Personal Injury.** In addition to the indemnification obligations outlined above, each party shall be responsible for any property damage or personal injury caused by its employees, agents, students, or invitees while using the other party’s facilities. This includes, but is not limited to, damage to physical structures, equipment, or grounds, and injury to individuals resulting from negligent acts or omissions. Each party agrees to promptly address and resolve such incidents in coordination with the other party. This clause shall survive the termination or expiration of this Agreement.

**7. Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, or power failures, provided that the affected party gives prompt notice to the other party and uses reasonable efforts to resume performance.

**8. Compliance with Laws and Policies.** Both parties agree to comply with all applicable laws, safety standards, and institutional policies during the use of facilities.

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

**10. Amendments.** This Agreement may be amended or modified only by a written instrument signed by both parties.

**11. Public Communications.** Neither party shall make reference to the other party in any advertising or public relations material, or use the other party's trademarks or logos, without prior written approval of the other party. Neither party shall have the right to issue a press statement or press release regarding this Agreement without the prior written approval of the other party.

**12. Endorsement Counterparts.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**Signatures**

Authorized Representative, Florida Institute of Technology
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_