

CITY OF PEMBROKE PINES FACILITY USE AGREEMENT

1. Purpose and Agreement. This Facility Use Agreement is made by and between the **City of Pembroke Pines** located at **301 NW 103rd Ave Pembroke Pines, FL 33026** (the "Facility") and Mothers Against Drunk Driving ("MADD") for use of such Facility on **the last Thursday of the month from 6:00PM -9:00PM excluding December** for its **MADD Event**.

2. Fees. In accordance with the terms stated herein MADD shall pay the Facility no rental fee.

3. Event Space. Appropriate event space will be assigned to suit MADD's specific requirements. MADD shall comply with the Facility's policies.

4. Audio/Visual Equipment. Upon MADD's request, the Facility shall make reasonable accommodations for a third party vendor to provide audio and visual equipment.

5. Parking. The Facility has a sufficient parking available on a first come, first serve basis and shall use its best efforts to work with MADD regarding reasonable accommodations for the loading and unloading of school busses, if applicable.

6. Handicapped Accessibility. Landlord represents and warrants that the building that houses the premises and all portions of the premises are fully handicapped accessible and are in compliance with the requirements regarding accessibility and accommodation of the Americans with Disabilities Act.

7. Fire Safety Inspection. The Facility certifies that it is in compliance with all relevant fire safety regulations, the inspection authority of the State Fire Marshal, or locally adopted fire code, and that the Facility has had a fire safety inspection within the past twelve months.

8. Force Majeure. Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, tornado, sabotage, terrorist activity or threat, order or restriction by any governmental authority, or any other circumstances of like character. In the event of such cancelation, the Parties shall use their best efforts to reschedule if necessary.

9. Authorized Representatives. When signed by authorized representatives of both parties, this Agreement constitutes a binding agreement between the Facility and MADD.

10. Termination. The City has the right to terminate this Agreement upon providing fourteen (14) days' notice to MADD.

11. Indemnification. MADD shall indemnify and save harmless the CITY from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by MADD, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim at both the trial and appellate levels. In the event CITY shall be made a party to any litigation commenced against MADD or by MADD against any third party, then MADD shall protect and hold CITY harmless and pay all costs and attorneys' fees incurred by CRA in connection with such litigation, and any appeals thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the CITY, as provided in Section 768.28, Florida Statutes, as amended, or any other law providing limitations on claims.

CITY OF PEMBROKE PINES

By: _____
Name: _____
Title: _____
Date: _____

MOTHERS AGAINST DRUNK DRIVING
a District of Columbia non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____