

# Department of Wellness & Recreation

## **CLUB SPORTS COACHES GUIDE**



University of Miami

Department of Wellness & Recreation

# UM Wellness & Recreation Mission & Vision

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## Mission Statement

The department of Wellness and Recreation strives to foster a lifestyle of responsible choices supporting the mind, the body, and the spirit in educational, wellness, and recreational programs through services and facilities for the University community.

## Vision Statement

To help people by providing innovative wellness and recreational experiences.

Physical • Intellectual • Emotional • Social • Spiritual • Occupational • Global

# Federation of Club Sports (FCS)

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The Club Sports Program is designed to promote and develop the interests and skills of individuals in different sports or recreational activities. The program emphasizes student leadership and the development of a sense of community while providing fun and enjoyable activities. In addition, we strive to celebrate the diversity of our participants, allowing the club sports program to function as an out of classroom experience that is reflective of the multicultural environment in which we live, work and play.

## Mission Statement

Club sports embodies a holistic well-being environment that fosters positive social interaction through programs and services; we enhance the overall UM experience and provide recreational and educational opportunities for transformative lifestyles.

## Vision Statement

- **Embodying the well-being initiative** by providing a place for all members of our Miami community an environment where they can personally thrive while contributing to the overall mission.
  - **Embody lifelong learning**
  - **Empower students** to be socially conscious leaders.
  - **Create opportunities** and communities for student learning, involvement and engagement with peers, faculty staff and administrators.
  - **Engage** UM's diverse, global and multicultural community to enrich the educational environment, promote mutual respect and civility, and develop global citizens.
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# Directory Information

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## Club Sports Administrative Office

Attention: (Place Club Name Here)

The University of Miami

Patti and Allan Herbert Wellness Center

1241 Dickinson Drive

Coral Gables, Florida 33146

Email: [clubsports@miami.edu](mailto:clubsports@miami.edu)

Fax: 305.284.4469

## Program Staff

Director of Recreational Sports, Tom Soria

Office: Wellness Center- #215

Phone: 305.284.8518

Email: [tsoria@miami.edu](mailto:tsoria@miami.edu)

Assistant Director of Recreational Sports, Justin Sarabia

Office: Wellness Center- #218

Phone: 305.284.1764

Phone: [jxs8020@miami.edu](mailto:jxs8020@miami.edu)

Assistant Director of Recreational Sports, Zachary Bemmell

Office: Wellness Center

Phone: 305.284.2643

Email: [zxb140@miami.edu](mailto:zxb140@miami.edu)

# Annual Requirements

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As part of the onboarding process for all volunteer and paid coaches, there are several required trainings and forms that must be completed prior to any work with the club.

## **Paid Coaches**

- Worker Request Form
  - Completed by the Club President & Club Sport Administrator
- Tax Forms \*only needs to be completed once, unless there are changes
- Club Sports Coaches Agreement
- Annual Club Coaches Training
  - Club Sports Policies
  - Title IX & Sexual Harassment Training
  - Alcohol & Drug Policy

## **Volunteer Coaches**

- Club Sports Coaches Agreement
- Annual Club Coaches Training
  - Club Sports Policies
  - Title IX & Sexual Harassment Training
  - Alcohol & Drug Policy

**PLEASE REVIEW, SIGN, & RETURN PAGES 11-14 TO THE CLUB SPORTS OFFICE.**

# Concussion Education Management

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## What is a Concussion?

A concussion is a short-lived brain injury caused by a bump, blow or jolt to the head. A variety of symptoms may develop and typically resolve over time. An athlete can suffer a concussion in any sport. Contact or collision sports, such as football, soccer, wrestling, ice hockey, lacrosse and rugby, have the highest incidence of concussion. Most concussions appear without loss of consciousness. Rarely is there a structural injury noted on MRI or CT scan. Even when the physical, and sometimes emotional, symptoms of a concussion have disappeared, the brain may not be healed. Athletes who suffer a concussion are three to five times more likely to suffer a second concussion in the same season. Sustaining a repeat concussion, while recovering from a concussion, is dangerous. This is called second impact syndrome and can potentially cause brain swelling and brain damage. Your athletes can avoid further injury by not playing with a concussion.

## Baseline Testing

All members of “high risk” clubs are required to complete a Baseline test with a athletic trainer provided by the Club Sports Office. Baseline testing is offered FREE of charge to all club members. Testing is only required once while at the University of Miami.

## High Risk Sports

- Basketball- M & W
- Boxing
- Equestrian
- Ice Hockey- M & W
- Lacrosse- M & W
- Rugby-M & W
- Sailing
- Soccer- M & W
- Ultimate- M & W
- Polo

## Signs & Symptoms

# Concussion Signs and Symptoms

SIGNS OBSERVED BY COACHING STAFF	SYMPTOMS REPORTED BY ATHLETES
Appears dazed or stunned	Headache or "pressure" in head
Is confused about assignment or position	Nausea or vomiting
Forgets an instruction	Balance problems or dizziness
Is unsure of game, score, or opponent	Double or blurry vision
Moves clumsily	Sensitivity to light
Answers questions slowly	Sensitivity to noise
Loses consciousness ( <i>even briefly</i> )	Feeling sluggish, hazy, foggy, or groggy
Shows mood, behavior, or personality changes	Concentration or memory problems
Can't recall events <i>prior</i> to hit or fall	Confusion
Can't recall events <i>after</i> hit or fall	Just not "feeling right" or "feeling down"

## Evaluation and Management

Coaches, Safety Officers, and Athletic Trainers who suspect an athlete has sustained a concussion, should immediately remove the athlete from play, practice or games. The athlete should not return until evaluated and cleared by a qualified medical professional. The Club Sports program offers FREE athletic training coverage via with regular office hours held each week throughout the fall/spring semesters. As a coach, it is an expectation that any participant be removed from play immediately who is suspected of a head injury.

1. Any club member who is suspected of having a concussion during a Club Sports activity **must** be removed from the activity immediately and remain out action until they have been evaluated by a qualified health care professional.
  - a. A coach or safety officer may not provide clearance for return to play.
2. The incident must be documented by the club's Safety Officer or by the Athletic Trainer.
3. The individual must follow the return to play procedures outlined by the ClubSports Athletic Trainer.

### Return-to-Play Steps

- STEP 1:** Schedule a follow-up assessment with a Club Sports athletic trainer within 24-72 hours. *\*There is no fee for this follow-up assessment*
- STEP 2:** Successfully complete the "return-to-play progression" under the supervision and guidance of a University of Miami athletic trainer.
- STEP 3:** Obtain written medical clearance from a qualified health care provider stating you are eligible to return to play. This should only be done following the return to play progression. Completed forms **MUST** be submitted to the Club Sports Office located in the Herbert Wellness Center or faxed to 305.284.4469.
- STEP 4:** Participants may not return to play until they have received a confirmation email from the athletic trainer stating we have received your paperwork and are cleared for return to play.

Please contact the Assistant Director, Recreational Sports if you have any questions or concerns regarding the return to play or classroom process. (o) 305.284.1764.

## Standards of Conduct

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The Department of Wellbeing has a zero tolerance for Club Sport infractions that pose a severe threat to the safety of club members or other individuals that expose the University of Miami, the Department of Wellbeing, and/or Club Sports to serious risk and liability. Disciplinary incidences may be heard by either the FCSC, Assistant Director of Club Sports and/or the Division of Student Activities depending on the severity of the offense. Examples of offenses that may be grounds for disciplinary action include, but are not limited to:

- Use of, transportation of, participation under the influence of alcohol, drugs or any illegal substances during club events.
- Traveling on and unapproved or denied club trip.
- Use of unapproved drivers during club travel.
- Misuse of University vehicles.
- Lying to a University official.

- Hazing.
- Allowing ineligible player(s) to participate in Club Sport activities.
- Unsportsmanlike conduct towards officials, opponents and/or spectators
- Misuse of club funds
- Violating local, state or federal laws.
- Displaying conduct that is detrimental to or violates policies of the University, DWR, Club Sports, COSO or the Student Code of Conduct.
- Behavior that is prohibited in the Student Code of Conduct within the University Regulations.

Clubs violating any University or Club Sport guidelines are subject to various consequences. These may include, but are not limited to:

- A verbal or written warning to the officers of the club
- Loss of FCS funds
- Loss of traveling privileges
- Suspension of club activities or selected members for a prescribed period of time
- Loss of Club Sports recognition
- Other educational efforts as deemed appropriate

### **Alcohol, Drug and Substance Policy**

Alcohol, drugs and other illegal substances are prohibited at any and all club sport functions both on and off campus in association with the Club Sport program.

Substance use by any individual while participating in a Club Sports-related activity may result in disciplinary action by the appropriate University office. Consuming or being under the influence of alcohol, drugs, and other substances during any club sanctioned or sponsored event is not permitted. This includes practices, home competitions, trips and/or away competitions (the entire duration of the trip), and special events. This is in effect for any club member, coach, volunteer or advisor. At no time is alcohol permitted at a club function; at a private residence, etc. Any deviation of this policy will result in immediate sanctions from the Club Sports Program, and further actions may be taken.

### **Hazing**

The University of Miami has an absolute prohibition on hazing. Hazing is defined as an action or situation created on or off campus which recklessly or intentionally harms, damages or endangers the mental or physical health or safety of a student for the purpose of, including, but not limited to, initiation or admission into or affiliation with any organization operating with the University of Miami. Hazing includes, but is not limited to:

- Pressuring or coercing a student into violating University rules or local, state or federal law,
- Brutality of a physical nature, such as whipping, beating, branding, forced calisthenics, exposure to the elements,
- Forced/encouraged consumption of any food, liquor, drug, or other substance, or other forced/encouraged physical activity that would subject the student to extreme mental stress, such as sleep deprivation
- forced/encouraged exclusion from social contact,



- forced/encouraged conduct that could result in extreme embarrassment,
- forced/encouraged activity that could adversely affect the mental health or dignity of the student, or
- H. any other activity which is inconsistent with the regulations and policies of the University of Miami (continued)

It is not a defense to a charge of hazing that:

1. The consent of the alleged victim had been obtained;
2. The conduct of activity that resulted in the death or injury of a person was not part of an official organizational event or was not otherwise sanctioned or approved by the organization; or
3. The conduct or activity that resulted in death or injury of the person was not done as a condition of membership to an organization.
4. The conduct or activity was not done to intentionally cause physical or emotional harm.

Students who are complicit to hazing will be charged with violating the university's complicity policy.

## **Sexual Misconduct Policies**

For University purposes, Sexual Misconduct includes the following specific policies: Dating Violence, Domestic Violence, Sex or Gender Based Discrimination, Sexual Assault (including Sexual Battery), Sexual Exploitation, Sexual Harassment, and Stalking. Sexual Misconduct is prohibited and may result in conduct action consisted with the Conduct Procedures for Reported Incidents of Sexual Misconduct (page 77).

Students found responsible for violating Sexual Misconduct policies may be subject to the full range of disciplinary actions described in this handbook, including the possibility of suspension or expulsion.

You may report sexual misconduct to the University online at [www.miami.edu/itsonus](http://www.miami.edu/itsonus) or in person by contacting the Dean of Students Office (305-284-5353) or the University's Title IX Coordinator (305-284-8624). You may report sexual misconduct to the police by reaching UMPD (305-284-6666).

For more information and resources on sexual misconduct and how to overcome sexual violence at UM, you may contact the Sexual Assault Resource Team's hotline at 305-798-6666 or visit [www.miami.edu/itsonus](http://www.miami.edu/itsonus).

The Sexual Misconduct policies and procedures outlined in this Handbook are consistent with the campus-wide Sexual Misconduct Policy.

*Note: In order to encourage reporting of these issues, amnesty may be granted to students who in reporting an incident, or in the course of collaborating in a sexual misconduct investigation, disclose that at the time of the incident they may have violated portions of the Alcohol or Illegal Drugs policies, or other policies herein. For example, a charge for personal consumption of alcohol in violation of the policies outlined in this handbook will not be applied to a student who, in reporting an incident of sexual misconduct or gender discrimination, reports that they were under the influence of alcohol at the time when they were the target of the misconduct. This policy is designed to encourage reporting and it is not intended to be used as a defense after a student is found to have been in violation of University policies.*

## **Accidents & Incidents**

To ensure clubs are using proper risk management practices, Safety Officers or the designated Trip Leader

will be responsible for reporting all accidents and incidents that occur during club travel. Accident/incident forms can be found on <https://wellness.studentaffairs.miami.edu/rec-sports/club-sports/index.html>.

**In the event of an accident, the Trip Leader should contact the Assistant Director of Recreational Sports immediately.**

## Purchasing & Reimbursements

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Club officers are required to have all purchases pre-approved through the Club Sports Office to ensure the club is following purchasing guidelines and have sufficient funding available to support the purchase. While traveling, coaches may be reimbursed for gas if it has been pre-approved by the club and proper documentation has been received.

Original receipts are required for all reimbursements in addition to:

- Tournament flyer
- Confirmation from the club President

Please review the Club Sports Handbook for a complete guide to all club sport policies and procedures.

## Hotel & Lodging

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All hotel and lodging reservations will be made and paid for by the club using a university approved purchase card. The university will only cover room, tax, and parking. Individuals staying in the room will be responsible for providing a card at check-in to cover all additional expenses, incidentals, and damage.

### Room Sharing

- Non-student coaches may not share a room with current club members.
- Male and female players, coaches and staff may not share hotel rooms.

## Vehicle Usage

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### Travel Restrictions

The University of Miami has the following travel restrictions in place to help ensure the safety of those traveling.

- Clubs are not permitted to travel between the hours of **midnight and 6am**
- Drivers may not drive more than **2 hours without a 15-minute break**
  - All vehicles must have at least 2 qualified drivers
  - All trips over 350 miles must have 2 qualified drivers

- All passengers are required to wear a seat belt at all times
- All drivers are required to possess a valid driver's license and insurance
- Non-affiliate club members are not permitted to travel with the club
  - This includes friends & family members
  - Anyone not approved on your travel request may not travel in a vehicle or stay in a hotel with your club
- Although obtaining meals, gas, and lodging are reasonable deviations, the trip must be along the most direct route between the designated sites and not involve ad hoc side trips

### Personal Vehicles

Individuals traveling in personal vehicles understand they do so at their own risk. Drivers must be aware that by choosing to drive personal vehicles, they assume responsibility for the safety of those traveling in their vehicle. The University of Miami is not liable for any costs as a result of an accident, including injury and property damage. Therefore, both the driver and owner of the vehicle should understand that taking personal vehicles exposes him/her to personal liability as a result of an accident.

## Consensual Relationships

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### University Policy

Amorous, romantic or sexual relationships ("amorous relationships") between members of the University community, where one of the parties has academic, administrative or other evaluative authority over the other are highly problematic, even when entirely consensual. Such relationships may create, or be perceived as creating, a conflict of interest that undermines the objectivity of evaluations. Others may perceive that the relationship creates favoritism. There is a risk of exploitation and coercion. Furthermore, the line between consensual and non-consensual relationships may be blurred, particularly in regard to the freedom of an individual to end an amorous relationship without fear of negative repercussions. Power asymmetries make the other party, and the University itself, vulnerable to charges of potentially unlawful conduct. These issues are particularly problematic when one of the parties is an undergraduate student who maybe especially vulnerable or when one party is a graduate student who may be beholden to a particular professor. There are a variety of contexts in which problematic relationships may arise when one of the parties is a student, including those between counselors and counselees; program directors and those under their supervision; coaches and student athletes; Residence Coordinators or Masters and students under their supervision; and General Faculty as well as research/teaching assistants with students over whom they have evaluative authority.

**Please review the complete policy at:**

[https://doso.studentaffairs.miami.edu/assets/pdf/policies/student rights and responsibilities handbook.pdf](https://doso.studentaffairs.miami.edu/assets/pdf/policies/student_rights_and_responsibilities_handbook.pdf)

## Equal Opportunity/Non-Discrimination Policy

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### **University Policy Number**

It is the policy of the University of Miami that no person within the jurisdiction thereof shall, on the basis of race, religion, color, sex, age, disability, sexual orientation, gender identity or expression, veteran status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment (including all forms of sexual harassment and sexual violence) under any program or activity of the University, regardless of whether such program or activity occurs on-campus or off-campus. A retaliatory action against any person who has reported a potential violation or participated in a subsequent investigation is also prohibited. Additional information and resources for addressing harassment and discrimination at the University of Miami can be found later in this Handbook, or by visiting the following web address: <https://www.hr.miami.edu/working-at-the-u/index.html>.



## Club Sports Coaches Agreement

Club Name: \_\_\_\_\_ Academic Year: 2023-2024

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Welcome to the University of Miami Club Sports Team!

A good coach can be a valuable asset to a Recreation club in terms of providing mature judgment and advice based on experience and insight into the club's sport, league and community. Ideally, the coach(es) can help provide this leadership without usurping the authority of the student leadership. The primary goal of clubs is always on student development, therefore, the coach(es) should encourage this and allow students to make their own decisions with the guidance of the coach(es).

### Coaching Expectations

1. All clubs have the option of having a coach or not.
2. The coach should play an active role in the on field decisions of the Recreation club.
3. The coach will provide guidance in the development of leadership and responsibility of Recreation club members.
4. The coach will provide guidance to the Recreation club in ensuring that all club activities are within UM, Wellness, league and governing body guidelines. The coach should not take a leadership role or make decisions on behalf of the club.
5. Student members **MUST** handle all club business matters (hosting tournaments, submitting forms, equipment requests, purchases, and etc.) with the coach serving in an advisory capacity.
6. The coach may not submit any documents on behalf of the club. When representing the club in any capacity (marketing, fundraising, scheduling, meeting with league executives, etc.), a coach must always be accompanied by a student member of the club.
7. Coach(es) serve at the discretion of the club executives. Any decisions to hire anew coach or remove a coach from their position must be discussed with and approved by the Club Sports Office, in conjunction with the club executive.
8. Coaches are required to provide an organized and safe environment for the instruction and training for participants of various skill levels. The safety and welfare of the participants should always take precedence over the value of a win or personal gain.
9. Coaches must promote good sportsmanship at all times. Individuals must always conduct themselves in a manner that does not detract from the reputation of the University. This includes behavior in game situations, contact with other teams, and interaction with event staff. When involved in off-campus events or when traveling, be aware that you are representing the University of Miami.

10. All coaches will be held accountable for the conduct of their players. Coaches have a responsibility to address any misconduct and/or unsportsmanlike behavior. Coaches are required to immediately notify the Club Sports Office (clubsports@miami.edu) of any situation that may violate the Club Sports or University of Miami Student Code of Conduct.
11. The coach/instructor understands and agrees to refrain from any form of physical, mental, or emotional hazing of players, consistent with the guidelines and standards set by the University of Miami.
12. Participation in the Sport Club Program is completely voluntary, therefore monetary rewards or scholarships shall not be promised or given to any player or prospective player.

#### Conditions of Service:

1. The coach agrees to abide by all rules and policies of the University of Miami, Department of Wellness & Recreation, the Club Sports program, the employing club, sport specific national governing bodies and state and federal laws. Violation of any such rules, policies or procedures may be grounds for immediate termination of this agreement at the sole discretion of the Club Sports staff.
2. All coaches are required to attend the mandatory training session on an annual basis. Dates and times will be released months in advance.
3. Coaches shall not make any demands on a participant that are inconsistent with the guidelines of the competitive sports program or in any way compromise the Participants' academic pursuits.
4. No coach shall be permitted to have his/her name on club accounts or have access to said accounts. Clubs must keep all funds in a UM operating or Foundation account. The use of all funds must be approved by the club's student officers and the Club Sports office before any purchase may be made.
5. Coaches will not engage in inappropriate relationships with club members.
6. Coaches should only make appointments to discuss Club business with the Club Sports staff and should refrain from making appointments with the Executive Director of Recreation, Director of Recreation, Student Activities Staff, or any other person.
7. Coaches must be recommended by Club members and must submit a new application each academic year for approval to coach. Continuation of coaching status is not automatic. I understand that, if approved, this agreement must be renewed on an annual basis. Compensation agreements for coach/instructor services is strictly between the club and the coach/instructor.
8. All coaches serve at the pleasure of the club's officers and the Club Sports Office. The Club Sports Staff has the right and obligation to protect the Club, and if, in the staff's opinion, the coach is not working in the best interests of the Club, the coach can be relieved of his/her coaching duties.
9. The Department of Wellness & Recreation reserves the right to suspend club activities should club officers fail to comply with policies.
10. Coaches are required to have a valid parking decal and follow all university policies for parking on campus.
11. All coaches are encouraged to maintain a valid American Red Cross First Aid/CPR/AED Certification.

**Position Details:**

Anticipated Start Date: \_\_\_\_\_

End date: \_\_\_\_\_

Position Title: \_\_\_\_\_

**Contact Information:**

Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Information:**

Emergency #1 Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency #2 Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

I have read and understand the "Coaching Expectations and Conditions of Service" as outlined above and agree to abide by the rules as listed. I understand that any infraction of the policies and procedures of the University or the Department of Wellness & Recreation subjects me to dismissal as coach of the club.

\_\_\_\_\_  
Signature of Coach

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Club President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Club Administrator

\_\_\_\_\_  
Date

**THE DOCUMENTS BELOW ARE FOR PAID COACHES ONLY**



## **Addendum to Contract**

FERPA. University of Miami (the "University"), as an educational institution, is subject to legal obligations with respect to the privacy of personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA"). To the extent that consultant (i) creates, (ii) receives from or on behalf of University, or (iii) has access to such Education Records, Consultant agrees that it shall (i) abide by the terms of FERPA, the applicable regulations enacted under FERPA, and the University's policy with respect to handling of Education Records; and (ii) not disclose the information to any third party without the prior written consent of the student as required by FERPA. If Consultant discloses any of the Education Records to a subcontractor or agent, Consultant shall require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Consultant by this Section.

Consultant shall take any action reasonably requested by the University to protect the privacy and confidentiality of Education Records.

Notice of Impermissible Use. If an impermissible use or disclosure of any of the Education Records occurs, Consultant shall provide written notice to University within one (1) business day after Consultant's discovery of that use or disclosure. Consultant shall promptly provide University with all information requested by University regarding the Impermissible use or disclosure.

Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Consultant has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

Return of Education Records. Consultant agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all Education Records created or received from or on behalf of University shall be (1) returned to University, with no copies retained by Consultant; or (2) if return is not feasible, destroyed. Thirty (30) days before destruction of any of the Education Records, Consultant will provide University with written notice of Consultant's intent to destroy the Education Records. Consultant will confirm to University in writing the destruction of the Education Records.

Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

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University of Miami

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**Vendor/Consultant**



# University of Miami Standard Performance Agreement

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the University of Miami, Coral Gables, Florida, hereinafter referred to as "University" and \_\_\_\_\_, hereinafter referred to as "Performer":

**To be completed by sponsoring organization/department:**

Requesting Organization/Department: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Type of Performance (DJ, Lecture, Performance, etc.): \_\_\_\_\_

Fee, payable by University check upon completion of performance: \$ \_\_\_\_\_

Email Address to Return Completed Contract to: \_\_\_\_\_

1. The University shall at all times have complete supervision, direction and control over the performance. The University expressly reserves the right to control the sound level during the engagement, specifically calling for a maximum continuous sound level of 85 decibels and an instantaneous sound noise output of 90 decibels daytime, and maximum continuous sound level of 98 decibels and an instantaneous sound noise output of 103 decibels in the evening after 5:00pm. In the event that the need arises or inclement weather dictates movement of performance indoors, the University reserves the right to adjust the sound level accordingly.
2. It is expressly understood by the parties that all advertising and promotion of this performance shall be the exclusive right of the University; any promotion or advertising of said performance by the Performer or its agents or assigns must be with the written approval of the University.
3. Insurance: Performer shall furnish public liability and property damage insurance in the following amounts: Public Liability and Property Damage \$1,000,000 per occurrence. Such insurance shall designate Performer and the University of Miami as an additional named insured and shall provide that such insurance shall be primary over any other liability policy maintained by the University of Miami. Evidence of such coverage, in the form of a "Certificate of Insurance" issued by the insurance company providing coverage, must be submitted to the University two weeks prior to the event. ☒
4. Force Majeure: If the performance contemplated herein shall be canceled by either party due to the occurrence, or threatened occurrence of an Act of God, this contract shall be canceled, and the parties shall be discharged from any further obligations.
5. Performer agrees to indemnify and hold the University (including its trustees, officers, directors, and employees) harmless and to reimburse the University for any breach of Performer's obligations and warranties specified herein, and for any claims, costs, damages, liabilities, and judgments which are the direct result of Performer's breach of any provision of this agreement. Performer agrees to indemnify and hold harmless the University (including its trustees, officers, directors, and employees) for any claims of third parties, which are the result of the negligence, *in whole or in part, of Performer, road crew, agents, management, and guests.* Performer agrees to hold harmless University for any damage to performer's property.



University of Miami  
Standard Performance Agreement

6. Unfavorable Weather: The University may consult with the Performer to decide whether the Performer shall perform in the event of unfavorable weather conditions. In the event of in climate weather, the University shall have the right to delay the time of the performance by 1 hour to allow for improvement in weather conditions. The University shall also have the right to choose an alternative concert site in case of unfavorable weather conditions.
7. The Performer is engaged as an independent contractor. Performer is not an employee or agent of the University.
8. It is understood and agreed that the performance contemplated herein is designed and proposed solely to entertain the students, guests, faculty and administration of the University. The Performer expressly agrees that neither he/she nor any member of his/her group, if any, nor anyone in any way connected with the performance, shall say or do anything calculated to, or which might reasonably cause, or tend to collectively, to react in a manner which may be considered to be disruptive, disorderly or a disturbance of the peace. Furthermore, the Performer expressly agrees that no part of the performance to be given shall be offensive to good taste, order and decorum. Should the Performer in any manner, fail to perform in accordance with the terms hereof, then the University shall have the right to stop said performance and/or recover any monies paid hereunder.
9. Advertising/Use of Name: It is expressly understood by the parties that all advertising and promotion under this contract shall be the exclusive right of University. Both parties agree to obtain prior written approval for any promotion or advertising of the performance or use of the other's name, logo or trademark.
10. In the event Performer wishes to sell his/her merchandise, he/she must obtain advance written approval from University's authorized representative.
11. The Performer must get expressed written permission from the University at least ten (10) days prior to the performance if Performer intends to record the performance.
12. The University will not be liable to report and/or pay employment taxes and similar employer levies.
13. Performer shall compensate the University for any damage to or theft of any University property, which is caused by the negligent or intentional acts of the Performer, its agents, employees or guests. The University of Miami is not responsible or liable for any damage to Performer's property which was beyond the control of the University. No party shall be responsible for consequential damages and/or lost profits.
14. Performer represents that the person signing on behalf of Performer has authority to bind Performer.
15. The University may cancel this contract by written notice in its discretion.
16. It is agreed that this contract is the whole agreement between the parties. The parties may amend this contract or incorporate a rider. Such amendment or rider must be in writing and signed by authorized representatives of both parties.
17. This agreement shall be deemed to be made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida, without giving effect to the conflict of laws principles of Florida law. The parties expressly consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida.



University of Miami  
Standard Performance Agreement

***To be completed by performer:***

Name of Performer: \_\_\_\_\_ Performer Phone: \_\_\_\_\_

Performer Address: \_\_\_\_\_ City, State. Zip: \_\_\_\_\_

Check Payable to: \_\_\_\_\_ Is the performer a student? \_\_\_\_\_

Federal Tax ID or Social Security # (must match check payee): \_\_\_\_\_

**FOR PERFORMER:**

\_\_\_\_\_  
Signature of Performer/Representative Date

\_\_\_\_\_  
Print Name of Performer/Representative

**FOR THE UNIVERSITY OF MIAMI:**

\_\_\_\_\_  
Dr. Patricia A. Whitely Date  
VP for Student Affairs

\_\_\_\_\_  
Signature of Organization Advisor Date

\_\_\_\_\_  
Print Name of Organization Advisor