

**Memorandum of Understanding  
Between  
Florida A&M University Board of Trustees  
and  
The Rattler Boosters, Inc.**

**This Memorandum of Understanding** (hereinafter the “Agreement”) is made between Florida A&M University Board of Trustees (the “University”) and The Rattler Boosters, Inc. a Florida corporation not-for-profit and a Direct Support Organization of the University pursuant to Florida Statute 1004.28 (the “Boosters”).

**RECITALS**

A. The Boosters is a Florida nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code and exists for the purposes of aiding and promoting educational and charitable purposes and activities of the University, having its primary focus on supporting the athletics programs at the University; and

B. The University and the Boosters have identified home football and home basketball game day parking as a potential source of revenue available to support the University athletics programs.

C. The Boosters have requested and the University has agreed to allow the Boosters to manage home football game day parking for Florida A&M University home football games played at Bragg Memorial Stadium, Tallahassee, Florida until the final home game of the 2018 football season (“Game Day Parking”).

D. This Memorandum of Agreement sets forth the terms and conditions pursuant to which the Boosters will manage Game Day Parking.

**TERMS**

In consideration of the mutual covenants, promises and conditions herein contained, and for good and valuable consideration the adequacy of which is hereby acknowledged, the University and the Boosters agree as follows:

1. The Recitals to this Memorandum are incorporated into and made a part of this Memorandum.

2. The term of this Memorandum shall expire two hours after the final home football game played at Bragg Memorial Stadium in 2018.

3. During the term of this Memorandum the Boosters shall be the exclusive management agent for Game Day Parking in those areas depicted on Exhibit A attached hereto and made a part hereof (collectively, the "Game Day Parking Lots").

4. The hours of exclusivity for home football games shall begin at 6:00 PM the day before the game and shall conclude six hours after the end of the game, provided however that the Boosters shall: (a) coordinate with the University concerning parking for special events that may occur from time to time during the hours of Boosters' exclusivity and (b) accommodate parking for faculty who may provide instruction during the hours of Boosters' exclusivity.

5. The hours of exclusivity for home basketball games shall begin at 8:00 AM the day of the game and shall conclude two hours after the end of the game, provided however that the Boosters shall: (a) coordinate with the University concerning parking for special events that may occur from time to time during the hours of Boosters' exclusivity and (b) accommodate parking for faculty who may provide instruction during the hours of Boosters' exclusivity.

6. The Boosters shall carry liability insurance in an amount not less than \$1,000,000 to cover risks associated with the management of vehicular parking and shall name the Florida A&M University Board of Trustees, the State of Florida and the Board of Governors of the State University System of Florida as additional insureds.

7. The Boosters shall adequately staff the Game Day Parking Lots with identifiable individuals trained in parking management.

8. The Boosters may have appropriate use of the University Welcome Center as the headquarters for Game Day Parking operations.

9. The Boosters shall provide adequate and detailed notice to the public concerning the availability of Game Day Parking including the availability of parking compliant with the Americans with Disabilities Act.

10. The Boosters shall be solely responsible for maintaining adequate security for the handling of cash payments and deposits related to Game Day Parking operations.

11. The Boosters shall accommodate with reasonably necessary parking any media interested in covering, broadcasting or cablecasting any home football or home basketball games during the term of this Memorandum.

12. The Boosters shall ensure that there are adequate parking spaces each game day in order to comply with the Americans with Disabilities Act. Failure to provide such accommodations is a material breach of the terms of this Memorandum and the University may terminate this Memorandum immediately upon such a breach.

13. With its annual report to the University board of Trustees, the Boosters shall provide the University with a separate statement of money relating to Game Day Parking

collected in the previous calendar year (or part thereof).

14. The Boosters may, in connection with its Game Day Parking operations, use the name of Florida A&M University as well as the University's logos and acronyms of the University ("University Marks"), provided that, the Boosters clearly communicates that it is conducting business in its own name for the benefit of the University.

15. The Boosters shall not delegate the authority to use any University Marks to any person or entity.

16. On or before September 15 of each year, the Boosters shall pay Parking Services \$1,000 for the use of the University Welcome Center and the Parking Garage to help defray the cost of utilities and maintenance for these facilities.

19. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Services first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To the University:

Florida A & M University  
Office of the General Counsel  
300 Lee Hall  
Tallahassee, Florida 32307

To the Boosters:

The Rattler Boosters, Inc.  
Executive Director  
Florida A&M University  
1338 South Bronough Street  
Tallahassee, FL 32301

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20. This Agreement, and its attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing signed by both parties.

21. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida. Courts sitting in Leon County, Florida shall be the forum for any proceeding arising from or incident to this Agreement.

22. On or before June 1, of each year the University and the Boosters shall review the Game Day Parking operations for the previous year and make any adjustments necessary for

Game Day Parking for the coming year. At any time, the University, at its sole option, may terminate this agreement upon thirty (30) days written notice. If so terminated, the University will honor the Game Day Parking commitments made (before the termination) by the Boosters to its membership for any time remaining in the calendar year.

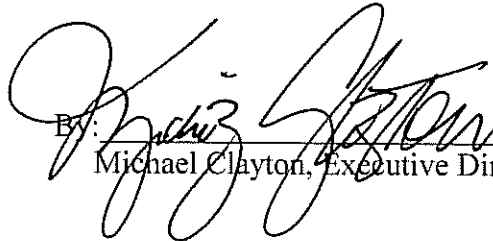
23. This Agreement may not be assigned by either party.

IN WITNESS WHEREOF, the authorized representative(s) of the University and the authorized representative(s) of the Foundation have executed this Agreement on this 14<sup>th</sup> day of June, 2013.

FLORIDA A & M UNIVERSITY BOARD OF TRUSTEES

THE RATTLER BOOSTERS, INC., a Florida corporation not for profit

By:   
Larry Robinson, Interim President

By:   
Michael Clayton, Executive Director

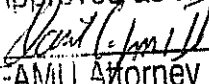
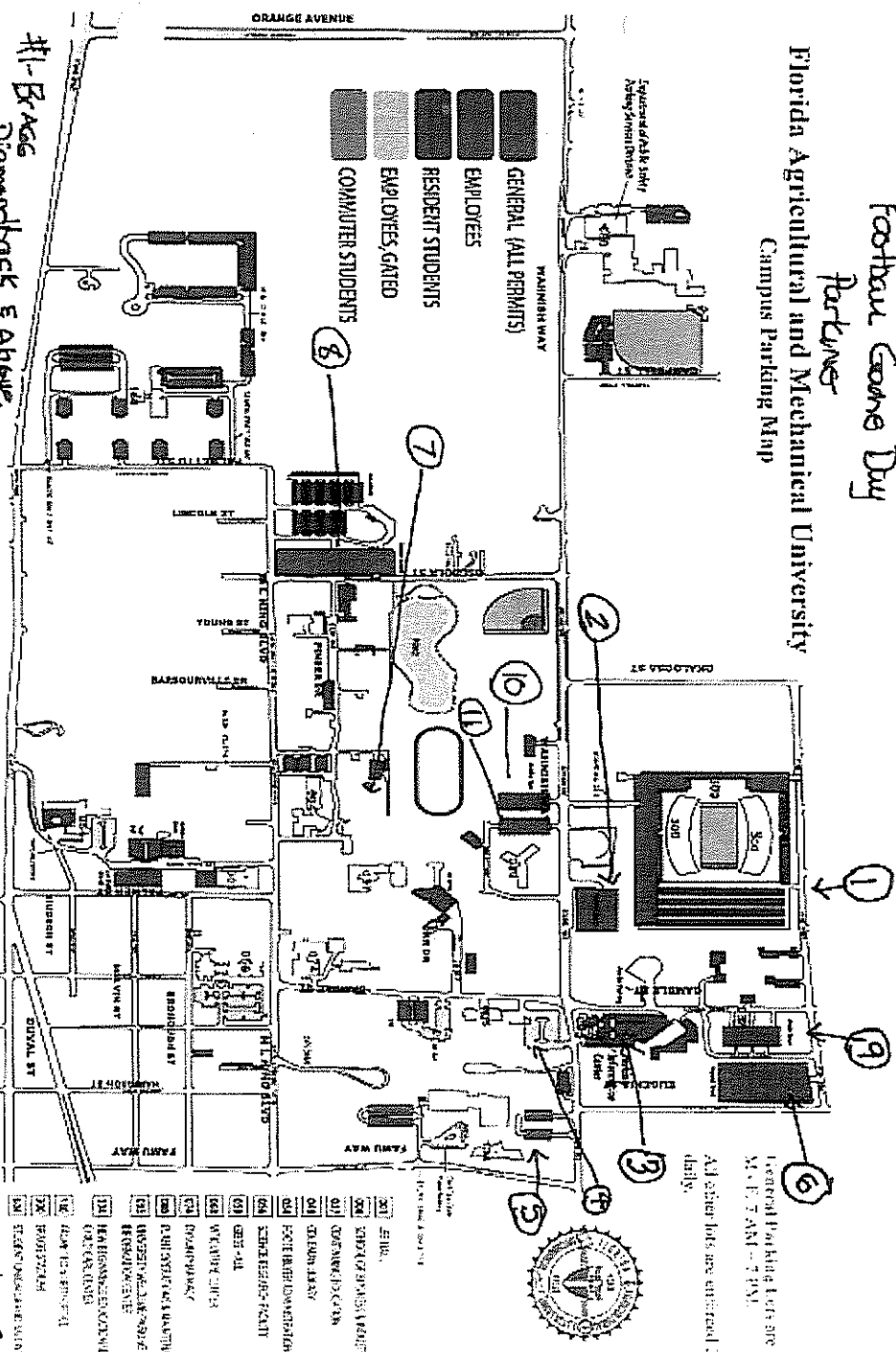
Approved as to form.  
 06/14/13  
-AMU Attorney Date

EXHIBIT "A"

MAP OF GAME DAY PARKING AREAS

# Football Game Day Partners

## Florida Agricultural and Mechanical University Campus Parking Map



General Parking Lots are restricted M-F 7 AM - 7 PM.  
All other lots are entered 24 hours daily.

- #1-Brass Diamondback & Abbie
- #2 Parking Garage - Venom
- #3 Information Center - 100%
- #4 SBI - 106%
- #5 Tech - 100%

- #6 Adelia Cr - Rattler
- #7 Music Bldg - Buses
- #8 Band Practice Bldg - Rattler & Buses
- #9 RV Overflow
- #10 GCUH - Vendors
- #11 Gtbs - ADA Overflow

101	ENTR.
102	ENTR. OF ADMIN. BUILDING
103	DOMINION CO. COIN
104	STUDENT LEAS
105	POSTER BOARD DISPLAY
106	SMELLSHEDS FACIT
107	ENTR. HALL
108	WEAVER OFFICE
109	BOONSHAWK
110	PLANT SYSTEMS QUANTITATIVE
111	INVESTIGATIVE SERVICE
112	RESEARCH CENTER
113	HEMORRHOIDAL DISEASE
114	HEMORRHOIDAL DISEASE
115	HEMORRHOIDAL DISEASE
116	HEMORRHOIDAL DISEASE
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