

Exhibit 1

Conference Use Agreement

Nova Southeastern University
Office of Residential Life and Housing Conference Contract
Contract for the use of Leo Goodwin Residence Hall

Name of Organization: *The School Board of Broward County, Florida*
Sponsoring Department: *Department of Student Activities and Athletics*
Supervisor: *Michael Roland*
Address: *P.O. Box 5408*
Fort Lauderdale, FL 33310
Phone: *954-928-1585*
Purpose of Program: *South Florida Leadership Training Camp*

Housing Requirements

Arrival Date and Time: Staff - July 15, 2005
Conference - July 18, 2005
Departure Date and Time: Staff - July 23, 2005
Conference - July 23, 2005
Number of Staff: Females - 35
Males - 15
Total - 50
Number of Participants: Females - 160
Males - 80
Total - 240

Single Room Accommodations

Number of Staff	x	Price	x	Number of nights	=	Total
2		\$17.00		8		\$272.00

Double Room Accommodations

Number of Staff	x	Price	x	Number of nights	=	Total
48		\$17.00		7		\$5,712.00
Number of Males	x	Price	x	Number of nights	=	Total
80		\$17.00		5		\$6,800.00
Number of Females	x	Price	x	Number of nights	=	Total
160		\$17.00		5		\$13,600.00

TOTAL = \$26,384.00

Food Service Requests

For meal/catering services, please contact the Aramark Catering Services at (954) 262-5314.

Audio-Visual or Technology Requests

For audiovisual or technology request, please contact Chip Yowell, in the AV Department of the Office of Information Technologies and Media Services at (954) 262-4921 or chip@nova.edu. Please note that additional charges may apply.

Facilities Requests

NSU does not guarantee that the facilities will be available on the dates requested.

- In order to request the use of the classroom in the Leo Goodwin Residence Hall, please contact Anthony DeSantis, Assistant Director of Housing, at 954-262-7059 or anthonyd@nova.edu
- In order to request the use of the Rosenthal Student Center (Flight Deck, meeting rooms, or theater), please contact Rick Mayfield, Director of the Student Union, at 954-262-7284 or mayfielr@nova.edu.
- In order to request the use of the NSU Athletics Fields, please contact Rob Allen, Assistant Athletic Director, at 954-262-8267 or allenrob@nova.edu.
- In order to request the use of the meeting rooms or computer labs in the Library, Research, and Information Technology Center, please contact Cheryl Bond, Coordinator of Events and Facilities, at 954-262-4612 or bcheryl@nova.edu.
- In order to request the use of the classrooms in the Mailman Building, please contact Alicia Alleyne at x8831 or alleyne@nova.edu.

Facility requests may incur additional charges.

Special Requests

If your organization has any Americans with Disabilities Act accommodations related to your Contract, please include a separate letter providing documentation of disability or medical conditions and the accommodation(s) requested.

Security Request

In order to request security for your event, please contact James Lambe in Public Safety at 954-262-8911 or lambe@nova.edu.

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If your organization has any Americans with Disabilities Act accommodations related to your Contract, please include a separate letter providing documentation of disability or medical conditions and the accommodation(s) requested.

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In order to request security for your event, please contact James Lambe in Public Safety at 954-262-8911 or lambe@nova.edu.

Rules, Regulations, and Policies

Once you have read the following items, please initial that you understand and will comply with the following rules, regulations, and policies:

1. The organization requesting use of the Nova Southeastern University's Leo Goodwin Residence Hall must and shall ensure that all occupants of the Leo Goodwin Residence Hall comply with and observe all the rules, regulations, and policies stated herein. mtm
2. The organization must make detailed arrangements with the appropriate NSU personnel at least 30 days in advance of the event. mtm
3. NSU will not be required to provide any publicity or informational service or general business service for a prospective organization. mtm
4. NSU is a smoke-free campus. Smoking is not allowed in the Leo Goodwin Residence Hall or on any other NSU property. mtm
5. Alcoholic beverages may not be brought into the residence halls or on other NSU property. mtm
6. The possession, promotion, distribution, use, or sale of illegal substances is a violation of NSU policy. This includes the trafficking and serving of substances represented as drugs to other persons. This also includes paraphernalia for illegal drug use. mtm
7. No alteration is to be made to NSU property. Leo Goodwin Hall is furnished as is. Any additional changes to room/classroom set-up will result in a \$10.00 per hour charge. _____
8. The use of NSU facilities is permitted only by a separate written contract between the organization and NSU. mtm
9. The organization shall not discriminate against any person or group based on race, gender, sexual orientation, religion, nationality or creed. mtm

10. The organization must adhere to hours applicable to Leo Goodwin Residence Hall. *msr*

11. The organization agrees that it shall be solely responsible for the safety and welfare of its employees, agents, students, contractors, members, and guests. The organization agrees to indemnify, defend and hold NSU harmless from any action, claim, damage, loss, liability judgment, cost or expense (including, without limitation, reasonable attorney's fees) asserted against or incurred by NSU arising out of, resulting from or in any way connected with the activities of the organization, its agents, employees, students, contractors, members or guests on, about, or around any of NSU's facilities or other parts of NSU's campuses. *msr*

12. NSU assumes no risk hereunder and as a consideration of this Contract, the organization expressly releases NSU of, and from, any and all liability for any damage, injury or loss to any person or the property of any person or of the organization. *msr*

13. The organization shall maintain commercial general liability insurance in the amount set forth below. Such insurance shall designate the organization as the insured and shall be primary over any other liability policy available to NSU. Furthermore, NSU shall be added to the organization's insurance policy as an additional insured during the period of this Contract. Evidence of such coverage shall be submitted at least 30 days prior to requested start date for use of Leo Goodwin Residence Hall. This evidence of coverage shall be in the form of a "Certificate of Insurance" issued by the insurance company providing coverage for a minimum of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance must be issued in form and by a company, which is acceptable to NSU. *msr*

14. The organization must provide one supervisor for every fifty (50) adult persons in attendance, and one supervisor for every twenty-five (25) students, unless NSU determines that a particular group requires additional supervision (i.e. lifeguards when pool is utilized). *msr*

15. The organization is financially responsible for any extraordinary housekeeping charges incurred by NSU. NSU will determine when extraordinary housekeeping charges are appropriate. *msr*

16. Common area facilities in the Leo Goodwin Residence Hall cannot be used at any time after midnight (Sunday-Thursday) or after 1:00 a.m. (Friday and Saturday). *msr*

17. NSU staff members have the right to inspect the rooms and all other areas in the Leo Goodwin Residence Hall at any time. *msr*

- 2 18. Sixty (60) days before the event, the organization must provide a deposit. The deposit shall be 10% of the estimated charges of all those who will stay in the Leo

Goodwin Residence Hall as of the start date. If the organization fails to use or occupy Leo Goodwin Residence Hall before or on the start date, the deposit shall be forfeited. ms

19. Thirty (30) days before the start date, the organization must provide a participation count. The count should be the number of participants who will reside in the Leo Goodwin Residence Hall. The organization will then be held responsible for payment in full for no less than 90% of the participation count. ms
20. Remaining payment for the entire amount must be made in full at the start date of the event. Checks must be made payable to **Nova Southeastern University**. ms
21. No NSU property shall be removed from the rooms or common areas. ms
22. No alterations or changes of any kind shall be made to the rooms or to the common area. ms
23. No combustible materials, including, with limitation, fireworks, ammunition, torches, gasoline, straw, hay, palm fronds, vines, branches, or explosives shall be brought into the rooms or the common areas. ms
24. No screens shall be removed from any windows. ms
25. No items shall be placed on windowsill ledges, and nothing shall be dropped out of the windows. ms
26. Key cards must be completed during the check-in process. \$75.00 shall be paid for each lost key in order to re-key the room. ms
27. The peace and/or comfort of other occupants shall not be disturbed. ms
28. No damage shall be done to any NSU property in the rooms in any of the common areas, or to the building. ms
29. No one shall behave in a manner that harasses any other person. This includes, but is not limited to:
 - i. Any words or acts, whether intentional, unintentional, negligent, or as a product of disregard for the safety, rights, or welfare of others, which can cause physical or emotional harm, or which intimidate, degrade, demean, threaten, haze or otherwise interfere with another person's right to comfort. ms
 - ii. Loud or aggressive behavior which disrupts the orderly functioning of NSU or any member of the NSU community. ms

- iii. Any conduct or action that constitutes a threat to the health or safety of the NSU community or those occupants in Leo Goodwin Residence Hall.

[Signature]

30. All policies listed in the NSU Student Handbook, which has been provided to the organization, shall be complied with *[Signature]*
31. Occupants shall at all times be responsible for the conduct of their guests, in connection therewith, the organization shall also be responsible for the conduct of all guests. *[Signature]*
32. No pets or animals of any kind are allowed within Leo Goodwin Residence Hall. *[Signature]*
33. The organization and occupants shall comply with all directives and requests of a NSU representative acting in the performance of his/her duties. *[Signature]*
34. No one shall enter, or attempt to enter, any room, building, motor vehicle, or other form of property without proper authorization or consent from NSU *[Signature]*
35. No fire alarm shall be unnecessarily set off. Anyone found tampering with fire extinguishers or alarm equipment, block fire exits, or impede traffic flow in any other manner will be subject to a \$200.00 fine. *[Signature]*
36. The following items shall not be brought into rooms or into the common areas of the Leo Goodwin Residence Hall: barbecue grills, multi-outlet electrical plugs, candles, incense or other open flame items, non-approved extension cords, halogen lamps, gasoline, or flammable petroleum powered vehicles. _____
37. All windows shall be closed at all times. If the aluminum seals are tampered with a charge of \$50.00 will be assessed. *[Signature]*

38. Charges shall be imposed for all damages to the items listed as follows:

Replacement of window	\$125.00
Painting per wall	\$200.00
Extra cleaning	\$100.00
Missing Screens	\$50.00
Entrance Door to Room	\$500.00
Tampering with AC Unit	\$200.00

Towel Rack	\$50.00
Room Door-Tag	\$20.00
Adjustable Bed	\$377.00
Mattress	\$90.00
Four Drawer Dresser	\$739.00
Desk	\$588.00
Desk Chair	\$342.00

Other damage to Leo Goodwin Residence Hall shall be charged according to cost of repair or replacement. MP

39. The following regulations shall be complied with when operating a motor vehicle on the grounds of the NSU campus. For a complete listing of motor vehicle policies and procedures, please review the Campus Safety and Traffic Handbook provided. MP

i. The speed limit is 25 mph on roadway and 10 mph in the parking areas. MP

ii. Parking or driving on grass, paths, or sidewalks is prohibited. MP

iii. Unauthorized parking in the designated handicap spots is prohibited. MP

iv. Parking in fire lanes is prohibited. MP

40. The following procedures must be followed in case of fire:

When a fire alarm is sounded, evacuate Leo Goodwin Residence Hall immediately. Close and lock the door when leaving the room. Do not take the elevator – you may get caught in a power outage. There are stairwells located on the east and west sides of the building and in the center of the hallway for floors 2 and 3. When outside of the Residence Hall, remember to stay far enough away from the entrances, do not interfere with the Town of Davie Fire Department, Town of Davie Police, and any other authorities. MP

41. The procedures in the Nova Southeastern Campus Safety and Traffic Handbook enclosed in the Contract packet must be complied with if a Hurricane Warning and/or other severe weather conditions are declared by the U.S. Weather Bureau. MP

42. NSU is not liable for any loss or damage of the organization's and the occupants' property while on NSU's premises. *not*
43. NSU reserves the right to evict any occupant or guest without refund when he or she violates any of these rules or regulations. *not*
44. A tentative roster and room assignment list must be presented to the Office of Residential Life and Housing two weeks prior to the start date of the event. *not*
45. NSU shall not provide linens, comforters, towels, and/or blankets for conference purposes. *not*
46. The organization must provide NSU's Office of Residential Life and Housing with a complete schedule of events and contact information for the staff involved prior to the start date of the event. *not*
47. Organizational staff may check into the Office of Residential Life and Housing 24-48 hours prior to first day of occupancy. *not*
48. Only an organization's supervisors will receive a master key for the Leo Goodwin Residence Hall. Losing this key will result in a \$6,500.00 fine. If additional keys are needed, they can be purchased for \$50.00 a piece. *not*
49. The Office of Residential Life and Housing must be allowed to hold introduction and ground rules meetings with all occupants. *not*
50. The organizational staff and supervisors shall at all time be present in Leo Goodwin Residence Hall when any of the occupants are there. *not*

The organization shall be liable for the acts or omissions of its occupants of the Leo Goodwin Residence Hall and their guests and for their failure or the organization's failure to comply with any of the terms, conditions, rules, regulations, policies, or procedures contained in this Contract.

Organization _____
Signature _____
Print Name _____
Title _____
Date _____

Please sign and return this contract to:

Anthony DeSantis, Assistant Director of Housing

Office of Residential Life & Housing

3625 College Avenue

Ft. Lauderdale, FL 33314

A signed copy will be returned to the address listed on the first page.

Nova Southeastern University Inc.

Signed: CS288
Print Name: ANTHONY DeSANTIS
Title: ASSISTANT Director of Housing
Date: 1/28/05

ADDENDUM

**ATTACHED HERETO AS EXHIBIT "A", TO SUPERCEDE ALL CONFLICTING
ARTICLES OF THE LICENSE IN REFERENCE BETWEEN THE NOVA SOUTHEASTERN
UNIVERSITY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Insurance: User shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Premises or arising out of User's use of the Premises or otherwise arising out of any act or occurrence at the Premises or Center. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name NSU, Manager and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as NSU may designate as additional insured. At least one week prior to the first day of the Term, User shall furnish a certificate of insurance evidencing that such insurance is in effect. User hereby waives all subrogation rights of its insurance carriers in favor of NSU and Manager and their partners, beneficiaries, trustees, officers, directors, employees and agents and such other parties as NSU may have designated as additional insured.

Indemnification: Each party agrees to be fully responsible for its acts of negligence, or its employees or agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, certified mail return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To User:

Superintendent of Schools,
Property Management & Site Acquisition Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Executive Director,
Property Management & Site Acquisition Department
The School Board of Broward County, Florida
600 Southeast Third Avenue, 14th Floor
Fort Lauderdale, Florida 33301

To NSU:

Nova Southern University
Office of Residential Life & Housing
3625 College Avenue
Ft. Lauderdale, FL 33314

Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Termination: This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Agreed and
Accepted by:



Date:

2/17/04

FOR NSU

By: NOVA SOUTHEASTERN
UNIVERSITY

By: _____
Owner/Representative

Witness

Date: _____

Witness

STATE OF FLORIDA
COUNTY OF BROWARD

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

Signature – Notary Public

FOR SBBC

(Corporate Seal)

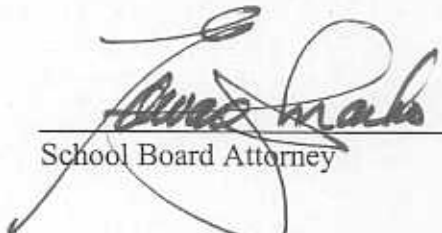
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Chair

ATTEST:

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:



School Board Attorney