

FACILITY USE AGREEMENT

**NORTH CAROLINA CENTRAL UNIVERSITY
Durham, North Carolina**

Name of Building / Space	
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THIS AGREEMENT, executed as of the

th day	of	June, 2012
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by and between NORTH CAROLINA CENTRAL UNIVERSITY, herein called the
UNIVERSITY, and

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herein called the ORGANIZATION, whose address is

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The University agrees to provide services, and the Organization agrees to pay for such services,
on the terms and conditions specified in this agreement. That in consideration of the mutual
agreements herein contained, the University hereby leases to the Organization, and the
Organization hereby accepts, subjects to the terms and conditions herein set forth, use of

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located in the

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and for the use of those public ways, halls, and areas located adjacent thereto and customarily
used in connection with leased premises for a period of (see attached Schedule) day(s),
commencing at

Am/pm	on the	th day of	, 2012.
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This facility will be used for the purpose of

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TERMS AND CONDITIONS

1. **MINIMUM CHARGE:** The Organization agrees to pay the University as a usage fee for the use of said premise the following sum(s): 00.00 based upon the assumed usage listed on the attached schedule. Said fee is to cover all direct and indirect expenses for items such as heating, lighting, janitorial service and administrative expenses.

2. **OTHER CHARGES:** If no fee is charged, it is understood that waiver of said charges is predicted on the University not incurring expenses for these services. If the University finds it necessary to incur such expenses, users accepts responsibility to pay the charges levied by the university for these services. If is further agreed that user will remove any litter from the area following each use of university facilities.

3. **FACILITY SUPERVISION:** Organization agrees to supervise and be responsible for all of its activities associated with this agreement. The University does not relinquish the right to control management thereof, however, and to enforce all necessary and proper rules for the management and control of the same. The University also reserves the right to eject any objectionable person or persons from the facility. The University also reserves the right at all times for any employees of the University to enter premises. Organization must secure all doors when exiting the facility. Failure to do so terminates this License Agreement.

4. **COMMERCIAL SALES:** Unless specifically noted in this agreement, the Organization is prohibited from selling, offering the sale, or promoting the sale of any goods and services on the University campus.

5. **USE OF UNIVERSITY NAME:** The Organization agrees that no advertisement or other public statement made by the organization or its agents in connection with this

agreement, in any manner or medium, shall assert or imply that the University supports, approves or endorses any product, service, interest, position, or ideology of organization, unless such advertisement or statement has been approved in writing by the University in advance of the publication.

6. **LOSS OF OR DAMAGE TO UNIVERSITY PROPERTY:** In the event of loss of or damage to university property caused by the organization or its agents, patrons, or employees, normal wear and tear expected, the organization agrees to pay full costs of repair or replacement within 30 days after receipt of the University's written statement of charges therefore.
7. **LOSS OF OR DAMAGE TO ORGANIZATION PROPERTY:** The University is not responsible for property of Organization or its agents, patrons, or employees which is lost, stolen, or damaged, unless such loss or damage is caused by the University, its agents or employees.
8. **PARKING:** All persons are subject to the University's Parking Regulations. Illegally parked vehicles are subject to ticketing or towing at the owners expense. The University has no control over public street parking and assumes no responsibility for damage to or loss of personal property. Visitor passes will be provided to Organization for use during designated practice times.
9. **INDEMNITY; INSURANCE; INVESTIGATION OF CLAIM:** The organization hereby agrees to indemnify and hold harmless the university, the University of North Carolina, and the state of North Carolina, and all their officers, employees, and agents, or judgments any person had, now had, or may have in the future against those agencies or individuals arising out of or in any way connected with the event at the university which is the subject of his agreement. The Organization will provide comprehensive general liability insurance with a minimum coverage of **\$1,000,000.00**, for bodily injury and property damage, but such insurance limits shall not limit the organization's obligations to indemnify. Certificates of insurance will be attaches to this contract by the organization prior to execution. The Organization will cooperate fully with the University

in any University investigation of any claim or potential claim made by any person or organization in connection with services provided under this agreement.

10. **ENFORCEMENT OF RULES:** The organization shall be responsible to see that the following rules are enforced:

- (a) The use of alcoholic beverages, smoking and illegal drugs on the said premise shall be strictly prohibited, nor will any firearms or other dangerous weapons be brought onto the campus.
- (b) The consumption of food and beverages on the said premises shall be prohibited.
unless the otherwise provided for by the University's appointed lessee for concessions.
- (c) All rules of the fire department, and the ordinances of the city relating to buildings, including inspection, shall be observed.
- (d) Prior permission is required to remove or displace furniture.
- (e) The posting of signs, announcements, flyers, etc. on painted surfaces and Windows with tapes, tacks or staples shall be prohibited.

12. **APPLICABLE LAWS:** The organization will conform to all laws and ordinances of the City, State, and Federal Governments, and the parties agree that this agreement shall be governed by laws of the State of North Carolina.

(INTENTIONALLY LEFT BLANK)

13. RESERVATION OF RIGHTS: the university reserves the rights to modify, or void this contract when the organizations activities present a substantial risk to the health or safety of the university community, or is substantially disruptive to university activities.

THIS AGREEMENT, entered into the day and year first above written, is accepted a indicated by the parties signed below.

NAME OF CAMP COORDINATOR	NORTH CAROLINA CENTRAL UNIVERSITY
	Reginald K. Smith
Signature of Authorized Representative	Signature of Authorized Representative
Title:	Title: Summer Programs and Outreach Office
Date:	Date: