

UNCG [INSERT SHORT FORM]
FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is made as of the date of the last signature below (the “Effective Date”) by and between the University of North Carolina at Greensboro [INSERT DEPARTMENT FULL NAME] (“UNCG [INSERT SHORT FORM]”) and [INSERT NAME OF INDIVIDUAL/ENTITY] (“User”) (each a “Party” or collectively the “Parties”).

WHEREAS, [INSERT SHORT FORM] operates and controls [INSERT FACILITY], which includes [INSERT DESCRIPTION OF FACILITY]; and

WHEREAS, User desires to use [INSERT SHORT FORM] [INSERT FACILITY] for the limited times and purposes set forth herein; and

WHEREAS, [INSERT SHORT FORM] desires to permit User’s use of [INSERT SHORT FORM] [INSERT FACILITY] pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Permitted Use.** This Agreement permits User the temporary use of property specified herein for the sole purpose of conducting an activity (“the “Activity”) as outlined in **Attachment A.** The User acknowledges and agrees that the University retains the right, in the University’s sole discretion, to immediately eject and bar from University property any individual associated with the Activity at any time for just cause. Moreover, User agrees to conduct the Activity in a reasonably safe manner.
2. **Document Submission.** User must submit a signed copy of this Agreement to UNCG [INSERT SHORT FORM] no later than fourteen (14) calendar days prior to the first event date. If the User does not return the signed Agreement by the deadline, the event will be cancelled.
3. **Use Fee and Additional Expenses.**
 - a. User shall pay the sum of fees for use of the facility (the “Use Fee”) as outlined in Attachment A. Use Fee payments shall be submitted to UNCG [INSERT SHORT FORM] at the address below during business hours, Monday through Friday from 8:00 AM to 5:00 PM. The Use Fee must be paid no later than _____ calendar days prior to the first event date.

UNCG [INSERT SHORT FORM]
[INSERT ADDRESS]
[INSERT CITY, STATE, ZIP]
[INSERT TELEPHONE NUMBER]

- b. **Additional Expenses.** In addition to the Use Fee, User shall be responsible for any and all expenses incurred by UNCG in support of or as a result of User's use of the Facility ("Additional Expenses"). Such Additional Expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs, unless otherwise indicated in **Attachment A.** User shall remit payment for all Additional Expenses within thirty (30) calendar days of receipt of an invoice from UNCG.
 - c. **Damages.** User shall be solely responsible for all damages to buildings, grounds, and equipment, arising out of the conduct of the Activity or use of the Facility, including the actions of Activity participants and attendees, and shall reimburse UNCG the actual cost of repairing or replacing any such damaged property. User shall remit payment for all Damages within thirty (30) calendar days of receipt of an invoice from UNCG.
 - d. **Activity Conclusion.** The Activity and all use of the [INSERT FACILITY] shall terminate, and the Facility shall be vacated no later than the time and dates specified in this Agreement. In the event the Facility is not vacated at such time, additional fees may apply.
 - e. **Security.** In order to provide a safe and secure environment for the UNCG community and visitors, when a threat of disruption of the Activity exists, for protection of UNCG property when a threat of damage exists, and to maintain public order for large events, security will be provided for the Activity as necessary following a security assessment by University Police. If University Police, in its sole discretion, determines that special event security is required for the Activity, User shall be responsible for paying all costs for security personnel and other security measures including, but not limited to, barricades, metal detectors and parking control measures, as specified by the University Police Chief or designee, and such costs shall become Additional Expenses, payable as described in subsection (b) above.
4. **User's Obligation.**
- a. **Condition of Use.** User accepts [INSERT FACILITY] "as is." User, upon completion of the event, shall return the facility to UNCG in substantially the same condition as existed immediately prior to User's use.
 - b. **Facility Rules.** User shall at all times comply with the rules for activities and users of [INSERT FACILITY], as amended from time to time. A current copy of such facility rules, as well as additional rules applicable to this specific Activity, if any, is attached hereto as **Attachment B** and incorporated by reference as if fully set forth herein.
 - c. **Non-Discrimination.** UNCG will not tolerate any discrimination against or harassment of persons on the basis of race, color, religion, sex, sexual orientation,

gender identity, national origin, political affiliation, genetic information, veteran status, disabling condition, or age.

- d. **Maximum Occupancy**. At no time shall the User permit the number of individuals occupying [INSERT FACILITY] to exceed the maximum occupancy. If applicable, User shall not fail to maintain an adequate minimum ratio of adults to minors. The User shall also confine their event to the reserved space.
- e. **Compliance With Applicable Law**. User shall conduct the Activity in an orderly manner in full compliance with all UNCG policies, regulations, rules, and practices and with all applicable federal, state, and local laws.
- f. **Activity With Minor Participants**. If Activity involves the participation of Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18), User shall adhere to the UNCG Youth Programs Policy and Procedures and the Guide for Operating Youth Programs in **Attachment C**. User acknowledges receipt of **Attachment C**, that the University may monitor and require proof of compliance with **Attachment C**. If the Activity involves Minors, User acknowledges that they will execute the “Youth Protection Contract Addendum.” Adult supervisors shall remain at the Facility for the duration of the Activity.
- g. **Obstructions**. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of [INSERT FACILITY] shall be kept unobstructed by User and shall not be used by User for any purpose other than ingress to or egress from the Facility.
- h. **Alterations**. User shall not make alterations or modifications to [INSERT FACILITY] or any equipment contained therein without the prior written approval of UNCG. If applicable, decorations shall not disguise, cover, interfere with any safety device; or block, restrict the use of halls, exits, or stairways.
- i. **Logos and Marks**. User shall not use the logos, marks, or names of UNCG for any purpose without the prior written approval of UNCG, except to indicate location of the Activity.
- j. **Parking**. Parking in the vicinity of the facility is determined according to UNCG parking policy. Guaranteed parking is not part of this contract.
- k. **Abandoned Property**. Any property left at the [INSERT FACILITY] shall, after a period of ten (10) days from the end of the Activity, be deemed abandoned and shall become property of UNCG to be disposed of or utilized at UNCG’s sole discretion. User shall be responsible for any disposal costs incurred by UNCG.
- l. **Applicable Policies**. User Acknowledges that UNCG Policy may govern the use of space and agree to comply with all applicable policies, including but not limited to, policies on advertising, merchandising, catering, and the sale of alcoholic beverages.

5. **Termination**

a. **Termination by User.**

- i. User may terminate this Agreement without cause upon written notice to UNCG [INSERT SHORT FORM] up to five (5) business days prior to the Activity. In the event of such notice of termination without cause, UNCG shall be entitled to reimbursement of all expenses incurred by UNCG prior to its receipt of notice of termination, and the Parties shall have no further obligations to each other. Any amount of the Use Fee already received by UNCG exceeding those expenses incurred shall be refunded to User.
- ii. In the event of termination of this Agreement by User without the prior written notice specified in subsection (i) above, User is obligated to make full payment of the Use Fee, as well as all expenses incurred by UNCG prior to its receipt of notice of termination. No refund of the Use Fee or Additional Expenses shall be due.

b. **Termination by UNCG.**

- i. UNCG may terminate this Agreement without cause at any time in its sole discretion. In the event of such notice of termination without cause, UNCG shall refund the Use fee already paid, after subtracting any expenses incurred by UNCG in the performance of this Agreement as of the date of termination, and the Parties shall have no further obligations to each other.
- ii. User's failure to comply with any of the terms and conditions of this Agreement, UNCG Policy or the law, is grounds for immediate termination of this Agreement by UNCG. In the event of termination by UNCG as a result of a breach by User, User is obligated to make full payment of the Use Fee and all expenses incurred by UNCG as of the date of termination. No refund of the Use Fee or any Additional Expenses shall be due, except in the discretion of [INSERT SHORT FORM] If User fails to comply with this Agreement or violates facility guidelines, User may be restricted from future facility use, in the sole discretion of UNCG {INSERT SHORT FORM}.

- c. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.

6. **Force Majeure.** The Parties are released from their obligations under this agreement if the facility is rendered unsuitable for the conduct of the Activity or if the Activity itself must be cancelled by reason of facility maintenance issues, fire, earthquake, hurricane, flood, act of God, strikes, work stoppage or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or

authority, or any other cause which is beyond the control of UNCG or User. Moreover, it will be considered a Force Majeure event if, within sixty days in advance of the Activity, the CDC declares a pandemic, as the CDC defines that term (or a previous such declaration remains in place) (Covid 19), and as a result a government entity imposes a travel ban, or attendance ban for the location of the Activity that has the effect of prohibiting attendance at the Activity.

7. **Release.** User and all participants in the Activity releases and discharges UNCG from any and all liabilities for any loss, injury or damages to person or property, including death, that may occur at the Facility under this Agreement.
8. **Indemnification.** User and all participants in the Activity shall indemnify, defend and save harmless the State of North Carolina and UNCG along with its trustees, officers, employees and agents, from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature incurred, asserted or imposed against the State of North Carolina and/or UNCG by reason of any accident, injury (including death), or damage to any person or property howsoever caused, arising from or connected with the Activity or User's use of the Facility. If User is a state or federal government agency, indemnification is not required where prohibited by law. This representation and warranty shall survive the termination or expiration of this Agreement.
9. **Insurance.**
 - a. At all times during its use of the Facility, User, at its sole cost and expense, shall purchase and maintain the following policies:
 - i. Commercial General Liability insurance, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury, and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) aggregate; and,
 - ii. UNCG reserves the right to require the requesting party to provide additional insurance based on the specific nature of the event. Property Damage coverage of \$100,000 may be waived for very low risk activities if approved by the University's Office of Enterprise Risk Management, in consultation with the University's General Counsel; and,
 - iii. Worker's compensation insurance, where required by North Carolina law; and,
 - iv. Such insurance as required by federal, state, or local laws, code, or regulations.
 - b. All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better, and shall be issued by companies qualified to do business in the State of North Carolina.

Such insurance shall be issued in the name of User with UNCG and the State of North Carolina named as additional insureds. User agrees that the insurance shall be primary coverage and shall contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against UNCG. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to UNCG. User shall provide to UNCG [INSERT SHORT FORM] each policy or certificate of insurance evidencing such policy at least fourteen (14) business days prior to the start of the Activity.

- 10. **Assignment.** This Agreement is personal and User shall not assign this Agreement or any privileges granted hereunder, nor allow any other person, group, or entity to use the Facility during the time of the Activity without the prior written consent of UNCG.
- 11. **Access to Persons and Records.** The State Auditor and the University of North Carolina at Greensboro’s internal auditors and officials will be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance and compliance with law, regulation, and University policy.
- 12. **Relationship of the Parties.** User and its representatives, agents, contractors, and employees have no employment relationship, no joint venture nor partnership with UNCG with respect to the subject matter of this Agreement.
- 13. **Notices.** All notices shall be delivered via email to the addresses below:
 - If to UNCG: [ENTER SHORT FORM CONTRACTOR ADMINISTRATOR]
 - If to User: _____
- 14. **Counterpart.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. **Entire Agreement.** This Agreement (and any attachments) contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
- 16. **No Waiver.** The waiver by UNCG of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of UNCG to insist upon User’s performance in strict accordance with the terms of this Agreement.

17. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions. User hereby subjects itself to a court of competent jurisdiction of any appropriate court of the State of North Carolina.
18. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.
19. **No Property Right.** Under no circumstances shall this Agreement be construed as granting to User any right, title, or interest of any kind in the Facility or any property of UNCG or the State of North Carolina.

IN WITNESS WHEREOF, User and UNCG have executed this Agreement as of the date of the last signature below as indicated by the signatures of the authorized representatives.

(If a student, must be signed by Campus Activities and Programs)

University of North Carolina at Greensboro:

Signed: _____

Print Name: _____

Title: _____

Date: _____

For User:

Signed: _____

Print Name: _____

Title: _____

Date: _____

Client Name and Full Address:

Phone: _____

Email: _____

ATTACHMENT A
(Activity Description & Use Fee)

Use of Property.

Users use of UNCG property is limited to the following location(s), date(s), time(s), access and use(s)

- a. Describe the facility to be used, include building(s) and room number(s) or other applicable descriptions:

Type of Event: _____

Date(s) of use: _____

Event start time: _____

Event end time: _____

of attendees: _____

Permitted access to: _____

Purpose(s) of use: _____

ATTACHMENT B
(Facility Rules)

Applicable Facility Rules

ATTACHMENT C

UNCG Youth Programs Policy and Procedures

UNCG Guide for Operating Youth Programs

UNCG Minors Program Liability Waiver