

STATE OF NORTH CAROLINA

WAKE COUNTY

Rev. 4/15

**FACILITY LICENSE AGREEMENT
THE JC RAULSTON ARBORETUM
NORTH CAROLINA STATE UNIVERSITY
RALEIGH, NORTH CAROLINA**

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 20____, by and between North Carolina State University, c/o The JC Raulston Arboretum, Campus Box 7522, Raleigh, NC 27695-7522 (4415 Beryl Road, 27606), Licensor, (hereinafter referred to as "NC STATE"), and _____ (hereinafter referred to as "LICENSEE").

WITNESSETH

- A. NC STATE owns all rights, title, and interests in the JC Raulston Arboretum and has the authority to grant this License; and
- B. LICENSEE desires to use the described facility for the purpose described herein; and
- C. NC STATE is willing to permit LICENSEE to use said facility in such a manner as described herein.

For and in consideration of the fee hereinafter provided, and the mutual promises and agreements contained herein, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 NC STATE grants a license to the LICENSEE to use and the LICENSEE licenses from NC STATE the following portions and no other of facility known as the JC Raulston Arboretum Garden prices: <http://jcra.ncsu.edu/rentals/venues/gardens.php> McSwain room prices: <http://jcra.ncsu.edu/rentals/venues/event-rooms.php>

York Auditorium

- ___ Full Room ___ Room 105 ___ Room 107 ___ Room 109
- ___ Rooms 105 and 107 ___ Rooms 107 and 109 ___ Full Room/Patio

Gardens

- ___ Southall and Gathering Lawns ___ Elm Circle
- ___ Boxwood Collection ___ A.E. Finley Rooftop
- ___ Finley-Nottingham Rose Garden ___ Great Lawn
- ___ Klein-Pringle White Garden ___ Asian Valley

1.2 The term of this license is for the period during the following day(s) as shown:

EVENT: Date(s): _____, 20____
Time: _____ to _____ (subject to change upon mutual agreement)

1.3 The LICENSEE shall have the right to occupy and use that portion of the JC Raulston Arboretum for the purpose of a meeting/conference/retreat, reception or event as arranged with the Facilities Coordinator and no other. NC STATE will provide a representative to work with LICENSEE and who will be present prior to and during the activity.

1.4 This Agreement is personal, and the LICENSEE shall not assign this Agreement nor sublet the JC Raulston Arboretum without the prior written consent of NC STATE.

ARTICLE 2: LICENSING FEE

2.1 To use the JC Raulston Arboretum for the approved event, the LICENSEE agrees to pay NC STATE the sum of \$ _____. (Checks should be made payable to NCSU/JCRA.)

2.2 There is no implied or actual reservation until a Reservation Deposit of 50% of the total rental price is received by the JCRA.

2.3 The balance of the rental price is due 60 days prior to the event. If signing within 60 days, the total rental fee is due upon signing.

2.4 If paying by check or cash, a \$250 Damage Fee check is due 60 days prior to the scheduled date. The check will not be cashed/deposited and will be held until the conclusion of the event. The check will be returned to renter approximately one (1) week following the event barring the occurrence of damages. Damages may include but are not limited to repair of turf, irrigation equipment, and partitions in the auditorium.” NC STATE expressly reserves the right to take all legal action necessary to recover damages in excess of \$250. Client will be held responsible for any repair costs plus \$100 administration fee. If paying by credit card, the damage fee deposit is not required.

2.5 If cancellation occurs 60 or more days prior to the scheduled event date for a Garden reservation, or 30 or more days prior to the scheduled event date for a McSwain reservation, 50% of any payments will be refunded. Cancellation must be in writing and confirmed by JCRA staff. Refunds generally take four weeks to process if deposits were paid by check.

2.6 Renters of outdoor spaces are strongly encouraged to have a contingency plan in place in the event of inclement weather on the day of the event. For the safety of staff and visitors, JCRA gardens will be closed to rentals during status 1-4 adverse weather conditions and JCRA rooms will be closed to rentals during status 1-3 adverse weather conditions as defined and announced by NCSU. If rescheduling a rental affected by these NCSU defined adverse weather conditions is not possible, all rental fees paid will be refunded less 15%. Cancellations by the LICENSEE due to inclement weather are non-refundable. Rescheduling in these circumstances will be considered.

2.7 In order to provide a safe and secure environment for the campus community and visitors, when there is a threat of disruption of the EVENT, for protection of university property when there is a threat of damage, and to maintain public order for large events, security will be provided for the EVENT as necessary based on a security assessment by University Police. If University Police determine that special event security is required for the EVENT, LICENSEE shall be responsible for paying all costs for the security personnel and for other security measures including, but not limited to, barricades, metal detectors and parking control measures, as specified by the University Police Chief or designee.

ARTICLE 3: INDEMNIFICATION AND HOLD HARMLESS

3.1 The LICENSEE shall indemnify and save harmless NC STATE, its trustees, its officers, I its agents, and its employees from all loss, cost and expense arising out of any liability, claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use or occupancy of the JC Raulston Arboretum relating to the event, whether such use is authorized or not or by any act or omission of LICENSEE or any of its agents, guests, patrons or invitees, and LICENSEE shall pay for any and all damage to the property of NC STATE.

3.2 In the event that the JC Raulston Arboretum or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of NC STATE renders the fulfillment of this Agreement by NC STATE impossible, the LICENSEE hereby expressly releases, discharges, and will save harmless NC STATE, its trustees, its officers, its agents, and its employees from any and all demands, claims, actions and causes of action arising out of any of the cases aforesaid.

3.3 (a) If the JCRA is rendered unsuitable for the conduct of the EVENT by reason of Force Majeure, JCRA may terminate this agreement by written notice following such casualty and the JCRA is not responsible for any damages sustained by renter. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages, riots or civil commotions, war or other act of any foreign nation, power of government or any other cause beyond the control of the JCRA.

(b) By signing the rental agreement, you are certifying that you agree to carry liability insurance and that you agree that such insurance will protect and/or indemnify the JCRA for any and all loss, cost, damage or expense arising out of or from any accident or occurrence arising out of or occurring in connection with your use of the JCRA premises.

3.4 Users are strongly encouraged to purchase their own insurance to protect them from the loss of any reservation deposits and fees incurred in the event of cancellation due to inclement weather or other unforeseen interfering conditions. Neither NC STATE nor the JC Raulston Arboretum provides this insurance nor can they make recommendations for providers.

ARTICLE 4: MISCELLANEOUS

4.1 Any property left at the JC Raulston Arboretum by the LICENSEE, its agents, its guests, its patrons, and its invitees shall, after a period of ten days from the term, be deemed abandoned and shall become property of NC STATE to be disposed of or utilized at NC STATE's sole discretion.

4.2 The LICENSEE shall be liable for all damage to buildings, grounds, gardens, fields, and equipment incident to the LICENSEE's use of the JC Raulston Arboretum.

4.3 The LICENSEE shall comply with the following policies:

- (a) Approval for serving alcohol must be obtained in advance from the Dean of CALS office.
- (b) Rental tents, tables and chairs will be used in areas approved by JCRA only.
- (c) Only non-amplified music is allowed without prior permission. Dancing is allowed if on a hard surface.
- (d) No birdseed, balloons, sequins, confetti, glitter, grain (rice, etc.) or plant parts (rose petals) are allowed.
- (e) No insects or animals of any kind are allowed.
- (f) Tables, pig cookers, grills and catering or food trucks require prior approval of the JCRA. No fires or cookouts are allowed.
- (g) Flowers may not be picked.
- (h) Vehicles are not permitted on the grounds, other than in the parking lot. No golf carts are allowed. Motorized wheelchairs are permitted.
- (i) No group may charge admission to their event without the prior approval of the JCRA.
- (j) USER may not use NC STATE's names or marks, or imply NC STATE endorsement or support, without express permission from an authorized NC STATE official.

4.4 NC STATE will provide available AV equipment for indoor events if needed and set up available tables and chairs as is appropriate for function. NC State makes no guarantee of equipment availability or condition. For garden events, NC STATE will set up chairs as dictated by garden capacity. LICENSEE will supply all other equipment needed for use in connection with the event/wedding. All displays, exhibits or decorations must conform to the city fire ordinance code and rules. No equipment or items may be used that will pierce the ground and nothing is to be placed in the actual planting beds. Nothing may be affixed to walls, floors ceilings, existing trellises, posts or railings or **ANY PLANT MATERIAL**. Nor may anything be removed from the walls of the Center. All items and any other equipment or supplies may be set up only on the day of the event/wedding and must be removed immediately after the event/ceremony. Floral arrangements are allowed but must be removed at the end of the reservation block. **Please refer to 4.1.**

4.5 NC STATE has no ability to control the train schedules of the railroad that runs near the JC Raulston Arboretum. LICENSEE is solely responsible for checking the train schedules prior to requesting a date and time for the event so as to prevent noise distraction.

4.6 This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first written above.

NORTH CAROLINA STATE UNIVERSITY
c/o The JC Raulston Arboretum

Acknowledged by:

LICENSEE:

Signature: _____
Name: _____
Title: JC Raulston Arboretum Designee
Date: _____

Signature: _____
Name: _____
Date: _____

Authorized by:

Signature: _____
Name: _____
Title: _____
Date: _____

INSTRUCTIONS

Please sign, date, print your name as Licensee and return to our Facilities Coordinator using one of the following:

Email: jcrarentals@ncsu.edu

Fax: 919-515-5361

**US Mail: JC Raulston Arboretum
NC State University
Box 7522
Raleigh, NC 27695-7522**