

STATE OF NORTH CAROLINA

Rev. 10/11

WAKE COUNTY

This contract expires 10 days from the date of receipt by USER if not executed.

**NORTH CAROLINA STATE UNIVERSITY CENTENNIAL CAMPUS USE
AGREEMENT FOR UNIVERSITY USERS**

This Use Agreement is made and entered into as of the date of the last signature below, by and between North Carolina State University, c/o Centennial Campus Development Office (“UNIVERSITY”) and _____, (“USER”), which is a UNIT of NC STATE UNIVERSITY.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of the Centennial Campus (“CC”), and USER desires to use said CC facilities, UNIVERSITY agrees to make CC available to USER at the following date(s) and time(s) and for the purposes referenced below and no other:

Location/Facility: _____ (“Facility”)

Date(s): _____

Time(s): _____

Purpose: _____

_____ (“EVENT”).

In consideration for being permitted to use the FACILITY for the stated EVENT, the USER agrees to pay the following fees (IF APPLICABLE) and abide by the following conditions:

ARTICLE 1: USE FEE AND OTHER PAYMENTS

1.1 USE FEE - For use of the FACILITY, the USER agrees to pay the UNIVERSITY the sum of: \$ _____.00 USER acknowledges that no electricity, lights, heat or water are provided by the UNIVERSITY, and USER will need to make separate arrangements for those services if needed for the EVENT.

1.2 OPERATING EXPENSES – In addition to the USE FEE described above, the USER will be responsible for paying all OPERATING EXPENSES, if any, of the EVENT. A schedule of estimated expenses is as follows:

Campus Police/Traffic Control \$_____

Parking Services	\$ _____
Cleanup	\$ _____
Dumpsters/Trash Removal	\$ _____
First Aid/EMT Services	\$ _____
Other (specify)	\$ _____
TOTAL ESTIMATED OPERATING EXPENSES:	\$ _____

This estimate is for budgeting purposes. Actual expenses will be charged at the conclusion of the EVENT.

- 1.3 DUE - All amounts due under this Agreement are due and payable at the immediate conclusion of the EVENT, and no later than two (2) weeks after the EVENT.

ARTICLE 2: TERMS & CONDITIONS

- 2.1 INGRESS/EGRESS/ ACCESS - All portions of the facility sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, roads, and all ways of access to public utilities of the premises shall be kept unobstructed by the USER and shall not be used for any purpose other than ingress or egress to and from the premises by the USER. Note that the campus buildings, greenways, and public areas must remain open and accessible at ALL times to tenants, homeowners, facilities and utilities employees, and other campus users. Parking by USER and participants shall be permitted in legal marked parking spaces only.
- 2.2 SAFETY COMPLIANCE - The USER agrees to use the campus facilities and infrastructure in accordance with all UNIVERSITY policies, regulations, rules, (available online at www.policies.ncsu.edu) and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes, alcohol regulations and policies, fundraising policies, brick and turf regulations, Wake County Health Department food safety regulations and permitting requirements.
- 2.3 DELIVERY AND SET-UP - The USER agrees to have a person present for load in and load out. The UNIVERSITY will not sign for any items shipped for the USER nor take any responsibility for them unless prior arrangements have been agreed upon. Set up is to be completed outside of normal business hours (Monday-Friday 8am-5pm) to limit the disruption to campus unless expressly agreed to in this or additional written agreements.
- 2.4 PARTICPANTS AND ATTENDEES – The USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER’s activity.

- 2.5 The USER is responsible for any and all damages to buildings, grounds, fields, roadways, and equipment caused by participants and attendees. The USER shall be responsible for responding to any Tort Liability Claim where bodily injury or property damage is alleged to have resulted from the operations and supervision of the USER's event or facility use.
- 2.6 If the event and use of the Centennial Campus is open to the general public, then no one shall be denied the equal privileges and enjoyment of having free and open access to the FACILITY on the basis of race, color, national origin, religion, age, veteran's status, sex, sexual orientation or disability.
- 2.7 COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES – If any material, composition or name to be used or performed at the EVENT is copyrighted, the USER is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The USER agrees to be fully responsible for any fees, royalties and licenses in connection therewith.
- 2.8 TRASH/LITTER REMOVAL – USER shall use due care on campus and to properly store, label and remove trash and recycling materials (which includes, but is not limited to cups, bottles, napkins, papers, boxes and signage). UNIVERSITY may provide garbage and recycling cans, with USER responsible for collecting and gathering items, and then sorting them into the proper cans. USER will reimburse the UNIVERSITY the costs for removal and staff time (with an estimate provided in OPERATING EXPENSES, Section 1.2).
- 2.9 SECURITY - All watchmen or other protective service desired by the USER must be arranged for by special agreement with the UNIVERSITY and the USER is responsible for all such costs.

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, USER 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.

- 2.10 MANAGEMENT RIGHTS - It is understood and agreed that the NC State CENTENNIAL CAMPUS DEVELOPMENT OFFICE hereby reserves the right to control and manage the CC AND FACILITIES and to enforce all necessary and proper rules for the management and operation of the same. The CENTENNIAL CAMPUS DEVELOPMENT OFFICE, its employees, and its agents shall have access at all times to all space used by the USER. Design of any structural staging shall be approved by the UNIVERSITY before construction and use.

- 2.11 REPAIRS - The USER shall be responsible for all damage to buildings, grounds, fields, and equipment incident to the USER's use of said campus and facilities. USER shall make no temporary or permanent modifications to the FACILITY without the prior written consent of the UNIVERSITY.
- 2.12 TERMINATION - The UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or UNIVERSITY policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.
- 2.13 INSURANCE - USER further agrees that outside vendors setting up on campus must purchase at its own expense a comprehensive general liability insurance policy, including coverage for public liability, bodily injury and property damage, written by a company licensed to do business in the State of North Carolina and acceptable to the UNIVERSITY, covering premises, operations hereunder, products liability, and productions therein with combined single coverage limits of no less than **\$1,000,000.00 per occurrence**. The UNIVERSITY and the State of North Carolina shall be named as additional insureds in any insurance policy required hereunder. The USER agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity.
- 2.14 PROOF OF INSURANCE - A certificate evidencing the insurance as required under this Agreement shall be delivered to the UNIVERSITY no later than **four (4) weeks** prior to the start of the EVENT. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten days written notice to the UNIVERSITY. USER shall name the State of North Carolina and the UNIVERSITY as additional insureds on the policy. Providing and maintaining insurance coverage are a material term of this contract.
- 2.15 FORCE MAJEURE – If the FACILITY is rendered unsuitable for the conduct of the EVENT by reason of Force Majeure, the UNIVERSITY and the USER are released from their obligations as they pertain to the EVENT. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY.
- 2.16 SEVERE WEATHER PLANS – USER is strongly encouraged to prepare and provide a severe weather plan if EVENT is to occur rain or shine. Considerations for safe areas and notification of participants/volunteers/staff should be included for common weather occurrences such as thunder storms with lightning strikes nearby, tornadoes and others.

- 2.17 **EVENT SET UP** – The set-up and location of all tents, vendors, tables, carts, signage, cables, cords, platforms, stages, temporary fencing and other equipment and property for the EVENT is subject to UNIVERSITY’s prior written approval. USER must submit to UNIVERSITY its written request for set-up approval at least two (2) weeks prior to the EVENT. Such request shall include drawings of all signage and the proposed location of all equipment (“Set-up Map”). If (i) USER does not deliver its proposed Set-Up Map, (ii) Set-Up Map does not meet with UNIVERSITY’s approval, (iii) any equipment does not comply with the approved Set-Up Map or (iv) UNIVERSITY policies, rules and regulations are not being adhered to, UNIVERSITY shall, at its option, have the right to immediately terminate this Agreement and/or require the removal of, or remove any equipment that does not comply with the approved Set-Up Map, and collect the cost for removal in the manner set forth in this Use Agreement.
- 2.18 **PERSONAL** – This Agreement is personal, and the USER shall not assign this Agreement nor sublet the CC Facilities without the prior written consent of the UNIVERSITY.
- 2.19 The USER’ S **UNDERSIGNED AUTHORIZED REPRESENTATIVE** attests that this use of CC is for a program or activity of their NC State Unit.

College, Department, Center or Institute: _____

By: _____

Name: _____

Title: _____ Date: _____

User’s Contact Name: _____

Campus Address: _____

Campus Phone: _____ Campus Fax: _____

ON BEHALF OF THE CENTENNIAL CAMPUS DEVELOPMENT OFFICE

APPROVED BY: _____

Michael A. Harwood, Associate Vice Chancellor
Centennial Campus Development

Date: _____