

STATE OF NORTH CAROLINA

WAKE COUNTY

Rev. 10/13

**COLLEGE OF VETERINARY MEDICINE
NORTH CAROLINA STATE UNIVERSITY
1060 WILLIAM MOORE DRIVE
RALEIGH, NORTH CAROLINA 27607**

THIS LICENSE AND USE AGREEMENT is made between North Carolina State University, c/o College of Veterinary Medicine, 1060 William Moore Drive, Raleigh, NC 27607, (hereinafter referred to as "NC STATE"), and _____, hereinafter referred to as "LICENSEE").

W I T N E S S E T H:

1. In consideration of the charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and the conditions hereinafter stated, NC STATE hereby agrees that the LICENSEE may use _____ ("the Premises"), located on the campus of North Carolina State University, College of Veterinary Medicine, Raleigh, North Carolina.
2. The term of the agreement is the following day or days and the period during each day as shown: _____
3. The LICENSEE shall have the right to occupy and use the Premises for the following purposes and no other: _____
4. The LICENSEE agrees to pay NC STATE for use of the Premises the following:
\$ _____.

The fees include existing electric lights, heat and water as may be needed for presentation of the _____, but only in places and amounts as now installed in the premises.
 - (a)
 - (b)
 - (c)
5. 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.

6. NC STATE assumes no responsibility whatsoever, for any property placed in said Premises, and said NC STATE is hereby and expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of said Premises under this agreement. All watchmen or other protective service desired by the LICENSEE must be arranged for by special agreement with NC STATE and the LICENSEE is responsible for all costs connected therewith.
7. Any property left in the premises by the LICENSEE shall, after a period of ten (10) days from the last day of use hereunder, be deemed abandoned and becomes property of NC STATE to be disposed of or utilized at NC STATE's discretion.
8. It is understood and agreed that NC STATE hereby reserves the right to control and manage College of Veterinary Medicine and to enforce all necessary and proper rules for the management and operation of the same. The management of the College of Veterinary Medicine and employees shall have free access at all times to all space occupied by the LICENSEE.
9. The LICENSEE will be liable for all damage to buildings and equipment incident to the LICENSEE's use of said Premises, normal wear and tear excepted.
10. The LICENSEE shall indemnify and save harmless NC STATE from all loss, cost and expense arising out of any liability, for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever, by reason of the use or occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of LICENSEE or any of its officers, agents, employees, guests, patrons, or invitees and LICENSEE shall pay for any and all damage to the property of NC STATE, or loss or theft of such property, done or caused by such patrons.
11. The LICENSEE hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system leading to or on the demise premises. In the event the College of Veterinary Medicine or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of the Management of the College of Veterinary Medicine renders the fulfillment of this use agreement by NC STATE impossible, the LICENSEE hereby expressly releases, discharges, and will save harmless NC STATE and its agents for any

and all demands, claims, actions, and causes of actions arising out of any of the causes aforesaid.

12. The LICENSEE certifies and attests that he has a valid, properly executed, and compatible contract with the faculty/instructors those services form the basis of his desire to use the facility.
13. This Agreement is personal to the LICENSEE. Neither this Agreement nor the rights granted under it may be assigned or other wise transferred by the LICENSEE.
14. The LICENSEE shall use and occupy said premises in a safe and careful manner and shall comply with all applicable and municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period.
15. LICENSEE agrees to purchase at its own expense a comprehensive Liability insurance policy, including general liability and medical professional liability insurance as applicable, written by a company licensed to do business in the State of North Carolina and acceptable to NC STATE, covering premises, operations hereunder, and productions therein in the amount of \$1,000,000.00 for general liability and \$1,000,000.00 for medical professional liability insurance as applicable. NC STATE shall be named as an insured in any insurance policy required hereunder.

A Certificate evidencing the insurance as required under this Agreement shall be delivered to NC STATE no later than ten (10) days prior to the start of the TERM. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten (10) days written notice to NC STATE. Providing and maintaining insurance coverage are a material term of this contract.
16. NC STATE may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining of the above mentioned fees, charges, and other sums.
17. All matters not authorized expressly by the terms of this contract shall be reserved to the discretion of NC STATE.
18. This agreement and all and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.
19. LICENSEE agrees that any decision it makes for cancellation or postponement of the event or activities for which the facilities are licensed, unless permitted by NC STATE in writing, may be considered by NC STATE as breach of the original agreement and all costs, advances, fees and charges appertaining to such events or activities shall be due upon

demand by NC STATE from the LICENSEE. NC STATE may terminate this agreement for cause at any time by 30 days notice in writing from NC STATE to LICENSEE.

20. If the use of the Premises herein is open to any non-members, then no one shall be denied the equal access to privileges and enjoyment of having free and open access to the said leased facility on the basis of race, color, or national origin.
21. All amounts due NC STATE under this contract are due and payable at the immediate conclusion of the scheduled event.
22. LICENSEE will contract directly to employ the services of the Veterinary Technician, Audiovisual technician, and caterer(s).

LICENSEE will contract directly with the faculty responsible for teaching the course.
23. The State or NC STATE auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute § 143-49(9) and § 147-64.7.
24. If NC STATE provides any data to LICENSEE pursuant to this Agreement then LICENSEE shall preserve and maintain the data to the extent needed to fulfill NC STATE's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure, including specifically that LICENSEE shall immediately preserve and maintain data (and any generated email correspondence) upon NC STATE's request or upon notice of litigation and further LICENSEE shall make available all data that NC STATE may specify within the time limits required.
25. 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 lawsuits arising from or incident to this Agreement. LICENSEE consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

[SIGNATURE PAGE FOLLOWS]

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

North Carolina State University
c/o College of Veterinary Medicine

LICENSEE

Recommended by:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____
Phone: _____
Fax: _____
E-Mail: _____

Authorized by:

Name: _____
Title: _____
Date: _____