ELIZABETH CITY STATE UNIVERSITY
Facilities Use License Agreement

THIS LICENSE AGREEMENT, is made and entered into by and between ELIZABETH CITY STATE UNIVERSITY, a constituent institution of The University of North Carolina, (hereinafter referred to as "ECSU") and _____(hereinafter referred to as "Licensee") whose mailing address is: _____.

RECITALS:

WHEREAS, ECSU owns certain facilities as described in this license agreement which are at times available for use: and

WHEREAS, Licensee desires to utilize ECSU's facilities for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, ECSU and Licensee agree as follows:

1. **License**
ECSU hereby grants permission to Licensee to use the following described facilities: _____
_____Room(s) _____
Hereinafter called "facility," for the exclusive purpose of: _____
_____.

2. **Term**
Licensee shall be permitted to use the facility on the following date(s) and time(s):
Beginning _____, 20___at _____(a.m. / p.m.)
Ending _____, 20___at _____(a.m. / p.m.)
Beginning _____, 20___at _____(a.m. / p.m.)
Ending _____, 20___at _____(a.m. / p.m.)
Time shall be of the essence with this license agreement, and the time(s) granted, as indicated above, shall not be extended for the occupancy (use of the premises) or for the installation or removal of equipment. The afore-mentioned time period shall include catering, decorating, set-up and breakdown by DJ, Band and/or Photographer.

3. **Fee**
Licensee shall pay the following fee to utilize the facility:_____
($_____). The fee shall be paid to cover all direct and indirect expenses.

A non-refundable deposit of **$_____**is due when this agreement is completed, signed and turned in for the rental space and the remaining balance of $ _____is due on _____.

4. **Supervision of the Facility**
Licensee agrees to supervise and to be responsible for all of its activities associated with this agreement. ECSU does not relinquish the right to control management of the facility and to enforce

all necessary and proper rules for the management and control of the facility. ECSU reserves the right to eject any objectionable person(s) from the facility. ECSU also reserves the right, at all times, for any ECSU employee to enter the premises. Licensee's activities under this agreement shall include: _____.

5. **Damages**
If any part of ECSU's buildings or equipment or grounds are damaged by an act or omission of the Licensee, Licensee's agent (s), employee(s), patron(s) or any other person(s) admitted to the facility by Licensee, during the term of this license agreement, Licensee shall pay ECSU, upon demand, such sum as shall be necessary to restore, repair or replace the damaged property. This includes, but is not limited to, damage to the following: (1) flooring; (2) walls; (3) lighting; (4) electronic equipment; (5) fixtures; and (6) any other infrastructure inside of the building being used by Licensee. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the facility by Licensee's consent or the consent of any person(s) acting on behalf of Licensee.

Licensee shall not allow any damage to be committed by any guest or licensee on any portion of the Premises, Building, or common areas, and at the termination of this agreement, by lapse of time or otherwise, Licensee shall deliver the Premises to University in as good condition as existed at the Commencement Date of this Agreement, ordinary wear and tear excepted. The cost and expense of repairs necessary to restore the condition of the Premises shall be borne by Licensee solely. Repairing damages to the Premises caused by the Licensee or Licensee's guest, other than normal wear; and "Normal wear" means that deterioration, which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by the Licensee, a member of the Licensee's party or other guest on the premises with the Licensee's consent. Damages that occur beyond normal wear and tear shall be determined in the sole discretion of the University and Licensee agrees to accept that determination. Should damages to the Premises, Building, or common areas be determined to be beyond normal wear and tear by the University, Licensee shall be solely responsible for repairing damages, in the manner determined by the University. In addition, a five hundred dollar ($500) administrative fee shall be administered to recoup any cost the university may expend securing a contractor to repair any damage beyond any normal wear and tear.

6. **Applicable Laws**
Licensee agrees to comply with all ECSU policies, procedure, local ordinances and State and federal laws applicable to the use of the facility. Licensee also agrees not to unlawfully discriminate against any individual(s) on the basis of race, creed, color, sex, religion, age, disability or national origin and to comply with all anti-discriminatory laws and policies to which the university is subject.

7. **Advertising**
Licensee agrees that no advertising or other matters shall be placed or posted or distributed in or about ECSU or announced or publicized in any way without first having obtained ECSU's written permission. ECSU's name shall not be used to suggest co-sponsorship or endorsement of any activity, without ECSU's prior written approval.

8. **Sales**
   Licensee agrees that it will not distribute tickets in excess of the seating capacity of the facility, nor admit a larger number of persons than can safely and freely move about in the space contracted for and ECSU's decision with respect to questions raised under this paragraph shall be final.
   Licensee agrees that it shall not engage in, control or otherwise allow the sale and distribution of food, beverages or other concession items within the facility without ECSU's prior written approval.

9. **Alterations, Decorations and Damage**
   Licensee shall not damage or in any way deface the facility and shall not cause or permit anything to be done whereby the facility shall be damaged or defaced and shall not drive or permit to be driven nails, hooks, tacks, or screws, and shall not make or allow to be made any alterations of any kind to said premises. Licensee shall not be allowed to use candles or open flames at the facility.

10. **Equipment**
    a. ECSU shall provide Licensee with the following equipment as indicated below:
       i. Overhead projector: _____
       ii. Piano: _____
       iii. Public address system: _____
       iv. Other: _____
       _____

    b. Licensee agrees not to remove furniture/plants from lobby areas or use ECSU's equipment located in or about the facility, except as provided in Section 10.a. above, without first obtaining ECSU's prior approval.

11. **Additional Users**
    Licensee understands and agrees that, during the term of this license agreement, other events may be held at or near other parts of the facility and Licensee shall conduct its activities so as not to interfere with such other event(s).

12. **Violation**
    If, at any time during the term of this lease, Licensee violates applicable policies, procedures, local ordinances, State or Federal laws, or the terms and conditions of this lease, Licensee shall cease and desist from the prohibited use or surrender the facilities upon ECSU's demand.

13. **Indemnification**
    Licensee agrees to indemnify and hold the State of North Carolina, Elizabeth City State University, its employees, the Elizabeth City State University Board of Trustees, the University of North Carolina Board of Governors, the University of North Carolina System President, and the University of North Carolina System office employees harmless from any claim(s), suit(s) or proceeding(s) that may arise as a result of Licensee's use of the facility, including indemnifying ECSU for reasonable expenses incurred in defending any such claim(s).

14. **Insurance**
    Licensee agrees to obtain at its own cost and expense public liability insurance in the sum of not less than five hundred thousand dollars ($500,000) for each person injured or killed. Licensee also shall

obtain property damage insurance in the sum of not less than fifty thousand dollars ($50,000) for each occurrence; and Licensee shall, at the time of the execution of this agreement, furnish ECSU with a copy of said policy or a certificate that such insurance has been issued, and ECSU shall be named as an additional insured thereunder. The facility will not be made available to Licensee until proof of insurance coverage is submitted to ECSU, a quotation for insurance is insufficient.

Insufficient amount of insurance does not waive Licensee's liability for any type of damages resulting from licensee's use of an ECSU facility.

15. **Non-assignment**
Licensee shall not assign or transfer this facilities use license agreement or sublet any portion thereof without ECSU's written consent.

16. **Alcohol Use**
Licensee is prohibited from dispensing, using or consuming alcoholic beverages while utilizing ECSU's facility unless the Chancellor has granted approval in accordance with ECSU's Alcoholic Beverage Policy. A written request for permission to serve alcoholic beverages must be submitted to the Chancellor well in advance of the scheduled event. The sale of alcoholic beverages is prohibited at approved events unless the Licensee is a nonprofit organization that has obtained a special one-time permit from the North Carolina Alcoholic Beverage Control Commission allowing the sale of alcoholic beverages for a single fundraising event of that organization. All alcoholic beverage permits and certificates of insurance in the sum of not less than $1,000,000.00, along with a copy of the approval letter signed by the Licensee, must be submitted to the Office of Legal Affairs at least three (3) business days prior to an approved event or the Chancellor's approval shall be automatically revoked.

Licensee is solely liable for any and all potential or actual claims that may arise as a result of the use or consumption of alcohol by any guest as a result of licensee's use of the facility. Licensee agrees to indemnify and hold harmless the State of North Carolina, Elizabeth City State University, its employees, the Elizabeth City State University Board of Trustees, the University of North Carolina Board of Governors, the University of North Carolina System President, and the University of North Carolina System Office employees for any claim that may arise as a result of the use or consumption of alcohol at licensee's event and/or as a result of licensee's use of an ECSU facility. This includes indemnifying ECSU for reasonable expenses incurred in defending any such claim(s).

**** AS THE EVENT SPONSOR, I AM AWARE OF ECSU'S ALCOHOLIC BEVERAGE POLICY 900.1.3 AND ALL REQUIREMENTS. ****

_____ _____
Printed Name Signature

17. **Termination**
ECSU or Licensee may terminate this license agreement by giving the other party written notice at least thirty (30) days prior to the scheduled event.

18. **Catering/Food Service**
Licensee agrees that ECSU's food service provider or a licensed and insured caterer shall handle all catering or food service in connection with the use of ECSU's facility. Licensed caterers, must provide ECSU with proof of liability insurance coverage and licensure prior to the subject event. Licensee must provide a copy of the signed catering agreement to ECSU's Office of Venue Reservations on or before _____.

19. **Entire Agreement**
This agreement replaces all prior written and oral agreements and incorporates all the terms and conditions agreed upon by the parties. There shall be no modifications, variations or amendments except in writing and signed by the parties of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates indicated below. This agreement shall not become effective until executed by ECSU.

ELIZABETH CITY STATE UNIVERSITY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

Organization: _____

Telephone Number: _____

Email Address: _____

By: _____

Printed Name: _____

Title: _____