

AGRI-SERVICES CENTER LICENSE AGREEMENT

This Agreement is made this the [redacted] day of [redacted], 20 [redacted], between Union County, a political subdivision of the State of North Carolina (“Licensor”), whose address is Room 925, 500 N. Main Street, Monroe, NC 28112 and [Insert Legal Name] [redacted] (“Licensee”), whose address is [Insert Licensee’s Address] [redacted].

Section 1: Definitions

“Agreement” means this license agreement between Licensor and Licensee.

“Alcoholic Beverage” or “Alcohol” means any beverage containing at least one-half of one percent (0.5%) alcohol by volume, including malt beverages, unfortified wine, fortified wine, spirituous liquor, and mixed beverages, as those terms are defined in G.S. § 18B-101.

“Approved List” means the list of caterers approved by Licensor to provide catering and related services at the Center.

“Caterer” means the caterer on Licensor’s Approved List of caterers engaged by Licensee for the provision of various services as indicated in Section 6 and in the Master Agreement for Catering Services between Licensor and Caterer.

“Center” means the Union County Agri-Services Center located at 3230 Presson Road, Monroe, North Carolina, between the Town of Wingate and the City of Monroe.

“Center Contents” means the furniture, fixtures, equipment and all other personal property owned by Licensor, or tenants of Licensor, and located in the Center.

“Commercial Cleaning and Setup Services” means the cleaning and setup services provided by Union County or its subcontractor. A premium for such services will be charged to Licensee as part of Licensee’s Facility Use Fee.

“Facility Use Fee” means the fee or fees identified in Section 2 and charged by Licensor for license of one or more facilities at the Center, to include the premium for Commercial Cleaning and Setup Services, if applicable.

“Licensed Premises” means those premises identified in Section 2.

“Licensee” means the person or business organization identified above.

“Licensee’s Invitees” means any of Licensee’s agents, servants, employees, contractors, assignees, patrons, guests or invitees or any other person entering upon the Licensed Premises with the express or implied invitation or permission of Licensee.

“Licensor” means Union County, North Carolina.

In addition to the costs outlined above, a premium will be added to the Facility Use Fee for Commercial Cleaning and Setup Services at the following rate, determined by Licensor based on Licensee’s description of activities to occur at the Licensed Premises. Licensor’s provision of Commercial Cleaning and Setup Services does not relieve Licensee of any of its duties or responsibilities under this Agreement.

[County representative to check box that applies.]

<u>Commercial Cleaning and Setup Services</u>	<u>Premium Rate</u>
<input type="checkbox"/> 1-25 Tables (up to 200 people)	\$120
<input type="checkbox"/> 26-50 Tables (up to 400 people)	\$200
<input type="checkbox"/> 51-75 Tables (up to 600 people)	\$390
<input type="checkbox"/> 76-100 Tables (up to 800 people)	\$530
<input type="checkbox"/> Auditorium Style (up to 1200 Chairs)	\$550

Licensee’s Total Facility Use Fee (including the premium for Commercial Cleaning and Setup Services) is \$.

Those facilities of the Center licensed for use by Licensee shall be referred to herein as the Licensed Premises. Licensee shall have reasonable rights of ingress and egress through the Center and its grounds, but Licensee shall acquire no other rights in any part of the Center other than in the Licensed Premises, as described above. No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways, parking lots, or access to public utilities of the Center shall be obstructed by Licensee or used for any other purposes other than for ingress or egress without the written consent of the Steward. The house lighting appurtenances, doors, skylights, stairways or openings that reflect or admit light into any place in the building shall not be covered or obstructed by Licensee without approval of the Steward.

In licensing use of the Licensed Premises, Licensor does not relinquish the right to control the management of such premises, and to enforce all necessary and proper rules for the management and operation of the Licensed Premises. Licensor, through its Steward, Sheriff’s Office, Fire Marshal, and other designated representatives, shall have the right at any time, but not the duty, to enter any part of the Center, including the Licensed Premises, provided this shall not authorize or empower Licensor to direct the lawful and properly authorized activities of Licensee or to assume liability for those activities. Licensor also reserves the right, but not the duty, through its duly appointed representatives to eject any objectionable persons from the Licensed Premises, and Licensee waives any claims for damages against Licensor or any of its officers, agents or employees resulting from the exercise of this authority.

During the term of this Agreement as stated in Section 3, Licensor shall furnish, at its own expense, reasonable heat or air conditioning for the Licensed Premises, house lights, and water for toilets, washrooms, drinking fountains and other facilities. Licensor shall not be held liable for any delays, failures or accidents which may affect such services and facilities. The Steward shall determine whether Licensee’s use requires a key to the facilities, and if so, any time limits for return of such key.

Licensee shall otherwise bring Licensee's own equipment, materials, and supplies (e.g. copies, flip charts, and easels) as may be needed for Licensee's use of the Licensed Premises.

During the term of this Agreement as stated in Section 3, Licensee, at its own expense, shall keep the Licensed Premises in a safe, sanitary and sightly condition, in good repair, and shall restore and yield them back to Licensor upon the termination of this Agreement in that condition and repair, ordinary wear and tear excepted. If the Licensed Premises shall not be so kept by Licensee, Licensor may enter the premises (without that entering causing or constituting a termination of the privilege or an interference for the possession of the premises by Licensee) and do all things necessary to restore the Licensed Premises to the condition required, charging the cost and expense of that restoration to Licensee.

Section 3: Term and Use

The term of the license granted pursuant to this Agreement shall begin at [Insert Time] _____ .m on [Insert Date] _____, 20____, and end at [Insert Time] _____ .m on [Insert Date] _____, 20____.

Licensee represents that the Licensed Premises shall be used for the purpose(s) stated below, to include such ancillary activities as are customarily incident thereto, and for no other purpose(s) without the written consent of Licensor:

[Insert Purpose of Use] _____

Alcoholic Beverages Will Will Not be served during Licensee's use of the Licensed Premises. If Alcoholic Beverages will be served, Licensee must execute an Alcohol Addendum to this Agreement which, if applicable, shall be attached hereto and is incorporated herein by reference.

Section 4: Facility Use Fee(s)

Licensee shall pay one half of the Total Facility Use Fee, as indicated in Section 2, upon execution of this Agreement. The balance of the Total Facility Use Fee shall be paid not later than two (2) weeks prior to the term stated in Section 3. All events booked later than two weeks prior to the term stated in Section 3, or for which an agreement is executed later than two weeks prior to such term, shall require full payment of the Total Facility Use Fee (money orders/certified checks or cash only) at the time of booking in order to secure the requested date. The first half of the Total Facility Use Fee is nonrefundable. The second half of the Total Facility Use Fee will be refunded, provided Licensee gives notice of cancellation to Licensor not later than twenty-four (24) hours prior to the term stated in Section 3.

Section 5: Damage to the Licensed Premises

Licensee shall not cause, or permit to be caused, any damage to the Center or the Center Contents. By way of illustration and not limitation, Licensee will not cause or permit any nails, screws, hooks, or tacks or any other things to be driven into any portion of the Center or Center Contents, nor any tape or other adhesive to be affixed either to the interior or exterior of the Center or to the Center Contents, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Center or Center

Contents, nor do, nor permit to be done, anything which will damage or change the finish or appearance of the Center or the Center Contents. It is expressly agreed that the Steward shall determine whether any damage has been done, the amount of such damage and the reasonable cost of repairing it, and whether it is damage for which Licensee is to be held responsible under the terms of this Agreement. Within ten (10) days of demand by the Steward, Licensee will pay the costs of repairing any damage that may be done to the Center or Center Contents by any act of Licensee or Licensee's Invitees. If Licensor is required to file suit to collect any amount owed by Licensee pursuant to this Agreement, Licensor shall be entitled to collect reasonable attorney's fees, together with all other expenses Licensor may reasonably incur in the collection of that amount.

Section 6: Services of Caterer

At Licensee's sole expense, Licensee shall engage the services of Caterer to provide such of the following services as are attendant to Licensee's use of the Licensed Premises as stated in Section 3.

- (a) Provision of food catering services;
- (b) Cleaning and sanitizing of the Kitchen Area;
- (c) Provision of event planning services;
- (d) Provision and removal of all decorations; and
- (e) Such other services as may be required of Caterer in Licensor's agreement with Caterer.

Licensee understands and agrees that the caterer so engaged must be a caterer on Licensor's Approved List. However, Licensee also understands and agrees that placement on Licensor's Approved List is for Licensor's internal purposes only and does not constitute a representation or warranty by Licensor that Caterer will provide Licensee with any specific level of service. Licensor shall not have control or charge of and shall not be responsible for the acts or omissions of Caterer, Caterer's subcontractors, or any other persons performing any catering or related services, or for failure of any of them to perform services contracted for by Licensee.

Section 7: Security and Traffic Control

At Licensee's sole expense, Licensee shall provide such security and traffic control as required by the Steward, based on consultation with, and/or the internal policies of, the Union County Sheriff's Office. If security or traffic control is required by the Steward, Licensee shall deal directly with the Sheriff's Office to engage off-duty Sheriff's deputies to provide such services. In the event the Steward determines that Licensee is utilizing fewer off-duty Sheriff's deputies than required, the Steward may shut down the event and order Licensee, Licensee's Invitees, and the Caterer to vacate the Licensed Premises. If the Steward orders the Licensed Premises vacated pursuant to this Section, Licensee understands and agrees that Licensee shall not be entitled to a refund of any portion of the Total Facility Use Fee.

Section 8: Use of Audio/Video Equipment

If Licensee desires to utilize audio/video equipment located at the Center, Licensee, at its sole expense, shall engage a contractor from Licensor's approved list of media consultants to operate such equipment. Under no circumstances will Licensee handle or otherwise attempt to operate such equipment, nor will Licensee allow such contact by Licensee's Invitees.

Section 9: Licensee's Inspection of the Licensed Premises

Licensee stipulates here that Licensee has examined the Licensed Premises prior to the execution of this Agreement and is satisfied with their physical condition. Licensee's taking possession of the Licensed Premises shall be conclusive evidence of its receipt of the premises in a safe, sanitary and slightly condition and in good repair.

Section 10: Liability

Licensee shall assume all risks in connection with the activities to be conducted pursuant to this Agreement and shall be solely responsible for all accidents or injuries of any nature to persons or damage to property caused by its operation at the Licensed Premises. Licensee assumes full responsibility for the character, acts and conduct of Licensee's Invitees. Licensor shall not be liable or responsible for any loss, damage or injury to any person or to any personal property of Licensee or Licensee's guests in or upon the Licensed Premises resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the sole negligence of Licensor or its employees.

Licensor shall not be held liable for any interruption or termination of any programs in progress at the Center resulting from the receipt of threats of or information relating to imminent danger to the Center, parts of the Center, or its occupants reported as about to be caused by explosives, inflammables, or otherwise. Any interruption or termination of any scheduled activity at the Center either prior to or during any activity of any type resulting from the receipt of that information or threats shall not invalidate this Agreement, nor shall Licensor ever be liable for the failure of any activity resulting from any such termination or cancellation.

Section 11: Indemnification

Licensee agrees that it will indemnify and hold and save Licensor, its officers, employees, and agents whole and harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against Licensor, its officers, employees, or agents on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Licensee or Licensee's Invitees, or when any such injury or damage is the result, proximate or remote, of the violation by Licensee or Licensee's Invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Licensee or Licensee's Invitees. Such indemnification of Licensor by Licensee shall be effective unless such damage or injury may result from the sole negligence of Licensor. Licensee covenants and agrees that in case Licensor shall be made a party to any litigation commenced by or against Licensee or relating to this license or to the premises licensed hereunder, then Licensee shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon Licensor by virtue of any such litigation.

Section 12: Personal Effects

Licensor reserves the right after expiration of the term stated in Section 3 to remove from the Center all effects remaining there and to store them wherever it sees fit in its name, or at its option in the name of Licensee, but at the cost, expense and risk of Licensee, and Licensor shall not be liable in any way to Licensee on account of so removing and storing those effects. For that additional period beyond

the term of this Agreement as any effects of Licensee may so remain in the Center, Licensor shall be entitled to charge a reasonable sum per day. Any property left on the Licensed Premises by Licensee shall, after a period of thirty (30) days, be deemed abandoned and become the property of Licensor.

Section 13: Termination of Agreement

In the event the Licensed Premises or any part of the Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by Licensor impossible, then this Agreement shall terminate and Licensee waives and releases any claim for damages or compensation on account of that termination. Licensee agrees that Licensor may terminate this Agreement for cause and without any further liability to Licensee in the event Licensee fails to pay the Total Facility Use Fee when due pursuant to Section 4.

Section 14: Compliance with Laws and Policies

Licensee shall use the Licensed Premises in a safe manner and shall comply with all laws, rules, regulations, ordinances, codes, orders and actions of the United States of America and of any state or political subdivision thereof or of any other governmental unit or agency that may now or hereafter be applicable to Licensee's use of the Licensed Premises and related activities. Licensee shall not use any part of the Center for the possession, storage, service, or sale of Alcoholic Beverages, except in accordance with a fully executed Alcohol Addendum which, if applicable, shall be attached hereto and incorporated by reference herein, or for any unlawful purpose or in any manner so as to injure persons or property on or near the Licensed Premises. Licensee shall not allow smoking within the Center.

Section 15: Miscellaneous

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina. Neither Union nor Licensee shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body. The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Agreement.

