

State of North Carolina
Wake County

**North Carolina State Bar Headquarters
Use Agreement**

This agreement is made and entered into this _____ day of _____, 20____,
by and between the North Carolina State Bar ("STATE BAR") and _____
_____ ("USER"), address: _____
_____, telephone: _____, email: _____; and contact
person: _____.

STATE BAR owns and operates, or lawfully controls the use of, the State Bar Headquarters Building at 217 East Edenton Street, Raleigh, North Carolina ("PROPERTY"). STATE BAR agrees to make the space in PROPERTY referenced below available to USER at the date(s) and time(s) and for the purposes referenced below. In consideration for being permitted to use the described space in PROPERTY for the stated purposes (the EVENT), USER agrees to pay the fees and expenses and to abide by the terms and conditions set out in this agreement.

Room(s), floors, or other applicable description of the space in PROPERTY reserved for the EVENT:

Date(s) of EVENT: _____

Time(s) of EVENT: _____

Purpose(s) of EVENT: _____

Number of participants anticipated at the EVENT: _____

Parking: STATE BAR will not provide parking for the EVENT. Parking is available on the streets adjacent to the PROPERTY and in state government and public parking lots in the vicinity of the PROPERTY.

FEES, TERMS AND CONDITIONS

1. **Usage Fee.** USER agrees to pay the sum of \$ _____ as a fee for the use of PROPERTY. This fee is due on _____ or two business days before the day of the use, whichever is sooner.

2. Deposit. A deposit of \$_____ shall be paid on _____ or two business days before the EVENT, whichever is sooner. The deposit shall be used to pay any expense described in Paragraph [3]. STATE BAR shall provide an accounting to USER for any amount of the deposit used and shall refund any unused amount within 30 days of the payment of the last expense.
3. Expenses. USER will be responsible for paying any and all expenses incurred by USER and/or STATE BAR in support of or as a result of the EVENT. Such expenses shall include the following:
- A fee for setting up the room(s) to be used by USER during the EVENT which shall be \$150.00 per hour of set up (or part thereof).
 - A fee for cleaning up after the event which shall be the amount charged to the State Bar by the cleaning service employed by the State Bar for this purpose.
 - A fee for paper products used during the EVENT (including but not limited to toilet paper, hand towels, and toilet liners) which shall be \$_____ (a base fee of \$_____/100 participants plus \$_____ for each additional block of 25 participants).

Additional expenses may include special cleaning costs for damages to PROPERTY arising from the EVENT, security costs, parking fees, and costs to repair any damage to PROPERTY arising from the EVENT. Expenses will be charged as soon as possible after the conclusion of the EVENT and payment in excess of the deposit will be due on _____.

4. Security. Security will be/ will not be provided for the EVENT as necessary based on a security assessment by STATE BAR. If security is required, USER shall be responsible for paying all costs for the security personnel and for other security measures including, but not limited to, barricades and metal detectors. USER will be consulted about security needs; however, the decision of STATE BAR relative to security needs shall be final.
5. Approved Caterer. Food will be/ will not be served at the event. Any caterer hired by USER for the event shall be approved by STATE BAR. Approved caterers must carry all legally required licenses and permits.
6. Alcoholic Beverages. Alcoholic beverages will be/ will not be served at the event. If alcohol will be served, USER will hire an approved caterer with all legally required licenses or permits and a certificate of insurance, naming STATE BAR, including its officers, councilors, agents and employees, as Additional Insureds, for comprehensive general liability coverage and a liquor liability endorsement with minimum limits of \$1,000,000.
7. Prohibition on Commercial Use. USER will not engage in sales or solicitation of sales of goods or services except as described in the "Purposes of EVENT" above.

8. Clear Access and Limitation on Use. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises. Use of PROPERTY by USER shall be confined to the rooms and floors identified on the first page of this Agreement and the public spaces adjacent thereto.
9. Responsibility for Damage. USER agrees to be responsible for all damages to the building, grounds, furniture, and equipment incident to the EVENT, including all damages caused by participants and attendees. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of STATE BAR.
10. State Bar Policies. USER agrees to use and occupy the PROPERTY in accordance with all STATE BAR policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. USER may not use STATE BAR'S name or marks, or imply STATE BAR endorsement or support, without express permission from an authorized STATE BAR official.
11. Safety Instruction to Participants. USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S event.
12. Abandoned Property. Any property left on the PROPERTY shall, after a period of ten days from the last day of the EVENT, be deemed abandoned and shall become property of STATE BAR to be disposed of or utilized at STATE BAR'S sole discretion.
13. No Assignment. USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the EVENT without the prior written consent of STATE BAR.
14. Force Majeure. If the PROPERTY is rendered unsuitable for the conduct of USER'S activity by reason of force majeure, STATE BAR and USER are released from their obligations under this contract. 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, governmental agency or authority, or any other cause which is beyond the control of STATE BAR.
15. Termination. STATE BAR or USER may terminate this agreement at any time in its discretion. Termination by STATE BAR shall result in a refund of any applicable fee or deposit, less any expenses incurred by STATE BAR.
16. Release and Indemnity of State Bar. STATE BAR shall have no responsibility for the safety and/or security of property belonging to USER or to those persons participating in the use of the

PROPERTY by USER. USER expressly releases and discharges STATE BAR for any and all liabilities for any loss, injury, or damages to any such property.

STATE BAR shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of STATE BAR. USER expressly agrees to indemnify and hold harmless STATE BAR, its officers, councilors, employees, and agents, from all cost, loss and expense arising out of any liability or claim of liability or injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER. If USER is a state or federal government agency, indemnification is not required where prohibited by law.

17. Insurance. At all times during the EVENT, USER is required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, and a liquor liability endorsement, written by a company licensed to do business in the state of North Carolina, covering the EVENT and the use contemplated by this agreement with the combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. USER shall name STATE BAR, including its officers, councilors, agents and employees, as Additional Insureds on the policy. USER agrees that the insurance will 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 insofar as said person or entity may have claims against STATE BAR. Said insurance shall be in addition to any insurance required pursuant to Paragraph [6] of this agreement. USER shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of North Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to STATE BAR.
18. Complete Agreement. This writing contains the whole and complete agreement between STATE BAR and USER.
19. Severability. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
20. Controlling Law. 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. USER consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

This agreement is executed by the parties on the first date appearing above.

NC STATE BAR

Name: _____

Title: _____

Date: _____

USER

Name: _____

Title: _____

Date: _____