UNIVERSITY of NORTH CAROLINA
ASHEVILLE

UNIVERSITY OF NORTH CAROLINA ASHEVILLE
FACILITY USE AGREEMENT

The undersigned User Entity (hereinafter "User") and the University of North Carolina Asheville ("University") enter into this Facility Use Agreement ("Agreement") and agree to the following terms and conditions for the use of certain facilities, as described below ("Use").

Effective Date: _____
Group ("User"): _____
Address of User: _____
_____
Representative Name and Title: _____
Representative Phone and Email: _____

UNC Asheville and User may be referenced collectively in this Agreement as the "Parties" or each individually as a "Party".

WHEREAS, UNC Asheville operates and controls the Facility fully described in this Agreement; and

WHEREAS, User desires to use Facility for the limited times and purposes set forth herein.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that this Agreement permits User the temporary use of the Facility, services and amenities specified herein for the sole purpose of, or incident to, conducting an activity (the "Activity"), and to the remaining terms contained in this Agreement.

Activity Name: _____
Activity Purpose: _____
Activity Date(s): _____
Activity Time(s): _____
Permitted Facilities: _____
_____
Total Fees: _____
Security Deposit: _____

1. Use Fees, Other Charges; Conditions of Payment.

a. For use of the Facility, User agrees to pay the estimated amount described in the Facility Use and Fees section. The security deposit is due at the time of contract signing. The remaining balance of the Use Fee must fully paid no later than 30 calendar days following the final invoice date.

b. Ticketing services may be provided by the University and, if applicable, are described on the attached exhibit.

c. Final payment due for all Use Fees, Operating or Miscellaneous Expenses, and Residential Expenses will be based on an amount to be invoiced after the event.

d. Cancellation fees may apply if User cancels the Activity, according to the following schedule:
   i. If cancellation is made in writing 61 or more calendar days prior to the scheduled Activity, User will receive a full refund of the deposit.
   ii. If cancellation is made in writing 60 calendar days prior to the scheduled Activity, User will receive a 50% refund of the deposit.
   iii. If cancellation is made in writing 30 calendar days prior to the scheduled Activity, User will receive a 25% refund of the deposit.
   iv. If cancellation is made in writing less than 30 calendar days prior to the scheduled Activity, User will receive no refund of the deposit.

e. Guaranteed Count – A minimum of forty-five (45) calendar days prior to arrival, the User should be prepared to provide a final guarantee number for their program for housing and meals. The charges for which the User will be liable will be based on the guaranteed number or actual number of participants, whichever is greater. Residence hall floor plans will be provided to the User thirty (30) calendar days prior to arrival. User shall provide University with housing rosters at least seven (7) calendar days prior to arrival. The guaranteed count for lodging may not exceed the capacity of the lodging space assigned to User.

f. In navigating the COVID-19 pandemic, UNC Asheville will follow the university protocols that are in place at the time of the event, which may include reduced capacity in housing and facilities. User agrees to adhere to the UNC Asheville Community Expectations and protocols (see Appendix 1).

2. User's Obligations.

a. Facility Rules. User shall at all times comply with the Facility rules applicable to the User and Activity, if any, as amended from time to time. A copy of the Facility rules is included in this Agreement on the attached exhibit (if applicable).

b. Adherence to Policies and Laws. User agrees to abide by all UNC Asheville policies, as well as all applicable municipal, state, and federal laws, including but not limited to, fire codes, health and safety regulations, non-discrimination and equal opportunity laws, and the Americans with Disabilities Act. Any party, person, organization, society, group or

assemblage using the Facility in a manner contrary to or violating any applicable policy or law shall, at the option of the University, become debarred from any further or immediate use thereof, and any permit issued or agreement made for such use shall forthwith, at the option of the University, become canceled, null and void. If the University terminates because User has violated any laws or University policies, the User is obligated to make payment of any and all Use Fees and additional expenses in full. University may remove any person from University property if their continued presence presents a risk for possible future violation of such laws, rules and regulations. University may also disallow, prospectively, any person from participating in activities at UNC Asheville if the University has reasonable basis to believe that a potential participant presents an unacceptable risk of violating any law, rule or regulation.

c. Minors on Campus. If the Activity will involve minors or contact with minors by User's employees, agents and/or volunteers, User must:

i. Ensure compliance with University's Policies entitled "Programs and Activities Involving Minors'" and "Background Check Policy", found here:

https://administration.unca.edu/policies/5204 and
https://administration.unca.edu/policies/3127.

Pursuant to these Policies, Activity participants who are under 18 years of age must be supervised using the following ratios at all times while on University property.

1:6 staff-to-camper ratio for overnight camps for ages 6-9
1:8 staff-to-camper ratio for day camps for ages 6-9
1:8 staff-to-camper ratio for overnight for ages 10-14
1:10 staff-to-camper ratio for day camp for ages 10-14
1:10 staff-to-camper ratio for overnight for ages 15-18
1:12 staff-to-camper ratio for day camps for ages 15-18

ii. Read the referenced University Policies which illustrate appropriate points of contact for incident reporting.

iii. Read the "Safety and Protection of Minors at UNC Asheville for Program Leaders" and sign the "Policy Acknowledge and Compliance Certification." Submit Certification forms to the Title IX Coordinator[1] (titleix@unca.edu) forty-five (45) calendar days prior to the Activity start date.

iv. Ensure that Activity staff are informed on how to report relevant incidents occurring on University property.

v. Conduct appropriate background checks for all Activity staff prior to the Activity start date, and certify to the University that Activity staff background checks have

[1] Once the Activity has been approved, the Title IX Coordinator will provide the required Compliance Certification forms and other relevant documentation to the User.

been completed (background checks and associated costs shall be the User's responsibility).

vi. Provide documentation to the Title IX Coordinator that all Activity staff and volunteers have received training that meets or exceeds the minimum requirements established by the University. See the University's Policy, "Programs and Activities Involving Minors," for minimum training requirements.

vii. Ensure that all Activity staff and volunteers sign the "Policy Acknowledgement and Compliance Certification for Staff and Volunteers." Submit Certification forms to the Title IX Coordinator (titleix@unca.edu) fourteen (14) calendar days prior to the Activity start date.

viii. Provide a list of Activity staff names to the Title IX Coordinator fourteen (14) calendar days prior to the Activity start date.

ix. Provide the Title IX Coordinator with a list of the names of minor participants in the Activity prior to the Activity start date.

x. Contact UNC Asheville Chief of Police ((828) 251-6951) to discuss the applicability of these Policies.

xi. University reserves the right to audit programs as needed.

d. Trainer Required at Athletic Camps. If the Activity is an athletic camp or athletic use of the Facility, User agrees to provide a minimum of one (1) certified trainer if there is an inherent risk of injury to participants taking part in the Activity.

e. Obstructions. All portions of the sidewalks, lawns, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all access and exit ways to or from the Facility shall be kept unobstructed by User.

f. Use of University Name, Marks and Logos. User may only use the University's name (including the name(s) of its Facility) when indicating the location of the event. User may not use UNC Asheville's name, logo or other trademarks in any advertising or promotional materials without the University's express written consent. Any and all materials related to the Activity that use the University's name, logos, trademarks or refer to the University (or its Facility) in any way must be reviewed and approved by the University prior to distribution or dissemination, and must contain the following disclosure language: "This event is not sponsored by or otherwise endorsed by UNC Asheville."

g. Photo Releases. User agrees to furnish the University with a blank copy of any photo release forms used for the Activity at least seven (7) calendar days prior to the start date.

3. Termination.

a. UNC Asheville may, in its sole discretion, terminate this Agreement without cause at any time. In this situation, UNC Asheville shall return to User a pro rata portion of the Use

Fee (based on the portion of the Activity period that has elapsed, or use of the Facility) less expenses which adequately cover costs incurred by the University.

b. UNC Asheville may terminate this Agreement for cause if User fails to comply with University policies; municipal, state or federal law; or fails to comply with the terms and conditions of this Agreement. In this situation, User is obligated to make full payment of the Use Fee and additional expenses to the University. No refund of the Use Fee or additional expenses previously paid shall be due.

4. **General Terms and Conditions.**

a. Lost, Abandoned or Mislaid Property. The University assumes no responsibility whatsoever for any property lost, abandoned or mislaid in the Facility by User or User's employees, agents, volunteers, guests, patrons, and/or invitees. User, User's employees, agents, volunteers, guests, patrons, and/or invitees hereby expressly release and discharge the University from any and all liabilities for any loss, injury, or damages to such property, and expressly waive any claims for compensation for any and all losses or damage to such property.

b. Shipment of Goods. The University will permit shipments of materials for or in support of the Activity no more than 15 calendar days in advance of the Activity. However, the University cannot guarantee storage space for all goods and is not liable for damage to any goods in transit to or stored on University property. Such goods must be removed from University property no more than 48 hours following the conclusion of the Activity, and University reserves the right to dispose of unclaimed goods after that date. User must provide the University a description of the goods to be shipped no later than 90 calendar days in advance of the Activity. Additional storage charges may apply; please review the Use Fee section for more details.

c. Indemnification and Hold Harmless. User agrees to indemnify and hold the State of North Carolina and/or the University, its officers, agents, trustees and employees harmless from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred, asserted or imposed against the State of North Carolina and/or the University by reason of any accident, injury (including death) or damage to any person or property however caused, arising from or connected with the Activity or User's use of the Facility. User shall pay for any and all damage to University property, or loss or theft of University property, resulting from or caused by User, User's employee, agents, volunteers, guests, patrons, and/or invitees. If User is a local, state or federal government agency, indemnification is not required, but User shall be responsible for the negligent and intentional conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of each party, its officers or employees. This representation and warranty shall survive the termination and expiration of this Agreement.

d. Liability Insurance. User agrees to purchase, at User's own expense, a comprehensive liability insurance policy which includes coverage of 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 in the amount of $1,000,000 per occurrence/$2,000,000 aggregate. The University must be named as an additional insured on such policy and evidence of such must be provided to UNC Asheville no later than thirty (30) calendar days prior to the Activity start date. Such evidence must include a certificate of insurance that contains a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten (10) business days written notice to the University. User agrees that the insurance purchased hereunder shall be primary and non-contributory coverage, and will contain a waiver of subrogation in favor of the University. Providing and maintaining insurance coverage is a material term of this Agreement. Additional insurance coverages may also be required based on the User's Activity. Authorized exceptions to this requirement must be approved at least thirty (30) calendar days prior to the Activity start date. If User is a local, state or federal government agency which self-insures in lieu of obtaining general commercial liability insurance, User shall provide the University evidence of self-insurance no later than thirty (30) calendar days prior to the Activity start date.

e. Catering and Outside Food and/or Beverages. No outside food and/or beverages are permitted anywhere on University property. UNC Asheville has a catering contract with a catering vendor ("University Catering Vendor") who is the exclusive vendor for food, food services and catering on University property. User must coordinate with the University Point of Contact named above for all aspects of catering and food/beverage needs.

f. Sale of Merchandise on University Property. Unless expressly waived by written agreement, the University reserves all rights to sell concessions, merchandise, programs, souvenirs, or other items on University property.

g. Alcohol Use on University Property. Alcohol use on University property is strictly regulated. Only beer or unfortified wine may be served at the Facility if properly permitted pursuant to the University's Alcohol Beverage Policy (a complete copy of which may be found at https://administration.unca.edu/policies/5200). Alcohol service, possession or consumption is not permitted on University property for individuals under 21 years of age. University prohibits the consumption of alcohol during the entire Activity period by anyone who is a camp leader or otherwise supervising minors.

h. Smoking. Smoking on University property is restricted to certain designated areas. No smoking is allowed within any Facility.

i. Animals. Animals, other than service dogs (including service dogs-in-training), are not permitted within any Facility without prior University approval.

j. Reservation and Use of Facility. UNC Asheville allows use of space on University property so long as the intended use does not conflict with accomplishment of UNC Asheville's educational mission. As such, Facility space reservations do not constitute an absolute guarantee of specific space. In the event any space or amenity becomes unavailable or unusable, the University reserves the right to offer an equivalent alternate

space or amenity for User. If the Facility include classroom space, the University reserves the right to substitute alternative space on campus if reserved classroom space is required to accommodate academic classes. User accepts the Facility "as is", and agrees that no temporary or permanent modifications to any Facility, including modifications to existing signage, will be performed unless expressly agreed to by the University. User shall not operate trucks, forklifts, and/or other non-passenger vehicles outside of areas designated by the University. At the conclusion of the Activity, User is responsible for returning the Facility to their previous condition. The User is responsible for any and all damage to furniture, buildings, grounds, fields, and/or equipment due to its Activity.

k. Force Majeure. If use of any Facility is rendered unsuitable for the Activity by any circumstance outside either Party's reasonable control, the University and the User are released from their obligations under this Agreement. In this instance, the University shall not be responsible for any damages sustained by User. User shall be entitled to a refund of any deposit paid, minus any expenses already incurred. 'Force Majeure' circumstances may include, but are not limited to, fire, earthquake, hurricane, flood, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, pandemics, or due to power of government or governmental agency or authority.

l. Assignment and Sublease Not Authorized. User shall not assign this Agreement nor sublet the Facility without the University's prior written consent.

m. Governing Law and Forum. 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 lawsuit or dispute arising from or incident to this Agreement.

n. 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.

IN WITNESS WHEREOF, the Parties execute this Agreement by and through its authorized representatives.

For UNC Asheville	For User
_____/Date _____	_____/Date _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____/Date _____	_____/Date _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)

Please send two signed copies of the Agreement along with a check made payable to UNC Asheville in the amount of the deposit, if any, stated above to:

University Representative: _____
Department: _____
Address: _____
_____
_____

One fully-executed copy of the Agreement will be returned for your files. In the alternative, you may sign, scan and email a copy of the Agreement to the University Point of Contact and send the deposit check under separate cover.

APPENDIX 1

UNC Asheville Campus Protocols for Guests on Campus During COVID-19

UNC Asheville is committed to the safety and welfare of our entire community of faculty, staff and students whom we serve 12 months of the year. UNC Asheville strongly encourages everyone to get vaccinated. Throughout the duration of the COVID-19 pandemic, the University has requested that all campus members adhere to a series of protocols and practices to ensure the safest possible living and learning community for our students. These protocols and practices are outlined in the UNC Asheville Community Expectations (https:// coronavirus.unca.edu/) and include guidelines for personal safety, use of indoor and outdoor spaces and testing requirements. We have created a culture of commitment and common responsibility around these practices so that the day-to-day business of the university can continue.

The university also maintains a public dashboard on our website to report COVID-19 infection case numbers and rates on our campus. We do this to assure our community, our students' families, our partners, and the public that we are committed to transparency and to demonstrate that we are acting responsibly and in good faith during this pandemic.

In the Summer of 2022, the university plans to continue hosting guests for both day and residential use. UNC Asheville welcomes groups of all types to hold their events for both adults and youth participants, particularly those of an educational nature. In order to accomplish this in the safest possible manner, we will require that all guests to our campus adhere to these same practices and in the same committed spirit that have helped us to maintain very low COVID-19 infection numbers. The current protocols include:

- Documentation of a negative test prior to arrival on campus (managed by third party camp staff) or documentation of complete vaccination (two weeks after either a second shot of Pfizer or Moderna or after one shot of J&J vaccines). COVID tests can be either PCR or rapid tests. The negative test must be within 72 hours of arrival, and we ask that the participant quarantine at home after the test is performed until arrival on campus. This is a requirement for residential camps; day camps may be exempted.
- Wearing a face mask at all times while indoors on campus except when in a private residence hall room or eating a meal. A few specific exceptions will be made when wearing masks becomes a hazard for participants performing certain activities. Masks are not required outside as long as social distancing can be maintained.
- Performing a daily self-check of COVID-19 symptoms, including cough, shortness of breath, difficulty breathing, fever or chills, muscle or body aches, vomiting or diarrhea, and new loss of taste or smell.
- Quarantining or isolating when infection is suspected, when exposure is suspected, and/or while awaiting the results of a COVID-19 test. UNC Asheville can accommodate temporary quarantine/isolation space for residential participants while awaiting test results or for a parent to arrive in a reasonable time. If a participant has been fully vaccinated and is a close contact of someone who tests positive for COVID-19, the

participant does not need to quarantine unless symptoms are present, at which time a COVID test should be administered. If a test is positive, the participant cannot return to the camp/program and must leave campus as soon as possible at the participant's or third party camp's cost.

- Reporting to your campus contact if you or a member of your group is ill, suspects COVID-19 exposure, or has tested positive for COVID-19.
- Practicing frequent hand-washing and use of hand sanitizer.
- Maintaining social distancing of at least 6 feet whenever possible.
- Using indoor spaces as they are currently furnished to maintain social distancing and avoid crowding, and following all indoor space capacity limits in place at the time of the camp.
- Restricting parents or guardians from entering the residence halls or attending programs unless an exception has been made with UNC Asheville. If an exception is made, parents and guardians must wear masks at all times and adhere to the social distancing requirements.
- Respecting and cooperating with all members of the campus community in our collective effort to keep our campus safe.
- Following any directives issued by UNC Asheville, the UNC System Office, or a government entity.

UNC Asheville wishes to be an active partner with our visiting groups for their events to be successful. We recognize that our protocols are more restrictive than some guidance from the CDC and announcements from our Governor. Our protocols are based on additional guidance from the UNC System and our UNC Asheville legal counsel. As such, we will do all we can to make our campus facilities accessible, safe, and welcoming for this purpose. But because these times are not normal and we cannot know during the planning stage what will happen during any particular group's scheduled event with respect to the COVID-19 pandemic, UNC Asheville also reserves the right to require new protocols or practices in response to conditions at the time, including but not limited to:

- Requiring event leaders to consult with university staff before re-arranging or adding more capacity to indoor spaces.
- Suggesting conducting sessions in a virtual or hybrid setting using common videoconferencing tools.
- Changing the maximum capacity for a given event.
- Limiting participant numbers for recreation and sports activities.
- Requesting that a guest leave campus if they are unable to adhere to the agreed-upon protocols or take actions to put others' safety at risk.
- Requiring that an event be cancelled or rescheduled should a change in conditions warrant it.

UNC Asheville staff will consult individually with event leaders at all stages of planning and during the event to review plans and practices related to each event in the context of COVID-19 and any changes to current protocol (either more or less restrictive). Specific questions should be directed to your university point of contact to discuss the potential impact of these protocols on the event and its related costs.