

APPENDIX G

FACILITY USE AGREEMENT – INTRA-UNIVERSITY USAGE

The University Of North Carolina at Chapel Hill Department of Athletics

This Facility Agreement (this “Agreement”) is made this (Insert Date), is entered into by and between the (Insert Name of Department) (hereinafter known as “User”) of the University of North Carolina at Chapel Hill (the “University”) and the University’s Department of Athletics (hereinafter known as “Owner”).

WITNESSETH

WHEREAS, Owner has determined that when scheduling permits, its (Insert Name of Facility) (the “Facility”) may be used by outside groups and organizations; and

WHEREAS, the User wishes to use the Owner’s Facility as described below subject to the terms described herein;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

- 1. Facility Use.** Owner hereby grants the User the right to use the following portions, and no other, of the Facility located in the Town of Chapel Hill, North Carolina: (Insert description of portions of the Facility available for User’s use) to be used for the sole purpose of (Insert name of User’s event/activity) and for no other purpose whatsoever without the written consent of the Owner, for a period of (Insert start time and date) until (Insert end time and date). This Agreement does not authorize the use of any other facilities of the Owner.
- 2. Usage Fee.** The User agrees to pay Owner as usage fee for said space a total amount of (Insert fee). The fee includes coverage of the costs of the electric lights, heat and water as now installed in the premises, but only to the extent needed for presentation of the attraction. The fee does not include other building and operating expenses, including but not limited to, event staffing, security, stagehands, license fees, catering charges, or advertising expenses for which User is responsible.
- 3. Security Deposit.** Owner shall have the discretion to require a security deposit for use of the Facility. The security deposit for this facility rental shall be (Insert Security Deposit Amount). This security deposit shall be non-refundable unless this Agreement is cancelled by Owner for a reason other than a contract breach by User. If Owner elects to charge a security deposit, User must remit the full amount of the non-refundable security deposit payable at the time of execution of this contract. Security deposit must be in the form of a cashier’s check or certified check, unless otherwise agreed by Owner.
- 4. Facility Specific Terms / Event Specific Terms.** User agrees to the following terms and conditions that are specific to the Facility or to the event to be conducted by User in the Facility:
 - a) (Insert Facility-specific and/or event-specific terms)
 - b) (Insert Facility-specific and/or event-specific terms)
- 5. Compliance with Laws, Regulations, University Policies.** User agrees to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and User’s operations, including those of federal, state, and local agencies having jurisdiction and/or authority. User shall comply with all University policies applicable to User’s use of the Facility, including the UNC Department of Athletics Facilities Use Policy.
- 6. Cancellation.** This Agreement may not be cancelled by Owner except when the User fails to comply with the terms and conditions stated herein, fails to show adequate financial resources for presentation of the event, is not willing or able to perform adequately all required duties and responsibilities related to the event, or similar cause in the sole judgment of the Director of Athletics, or where the event poses a potential hazard to public safety.

7. **Owner Access.** Authorized employees and authorized agents of Owner shall have free access at all times to all space permitted to be occupied by the User pursuant to this Agreement.
8. **Signage.** No signs, messages or other materials may be posted, displayed, distributed or attached in, on, or adjacent to, the Facility without written approval of the Owner. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose by the Owner and may not be permitted to interfere with crowd movement and safety.
9. **Other Matters.** All matters not expressly herein provided for shall be in the discretion of the Owner.
10. **Assignment.** The User shall not assign or let the space covered by this Agreement without the written consent of the Owner's Director of Athletics.
11. **Amendments.** This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of the Owner and User.
12. **Restrictions on Use of Department of Athletics Name and Certain Logos.** User will not use the name of the Department of Athletics, or the names of any of the University's sports teams, student-athletes, or coaches, or any abbreviations or references to the foregoing, in any manner so as to imply an endorsement by the Department of Athletics of the User's products, services, events or activities.
13. **Counterparts and Facsimile Signature.** This Agreement and any amendments may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures.
14. **Entirety; Severability; No Waiver; Survival.** This Agreement and any documents incorporated specifically by reference constitutes the entire agreement of the parties on the specific subject matter hereof and supersedes all prior representations, understandings and agreements between the parties with respect to such subject matter. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. The provisions in this Agreement that by their sense and context are intended to survive the completion of performance and termination of this Agreement shall so survive the completion of performance and termination of this Agreement.
15. **Agents; Advisors; Professional Representatives; and Current and Former Professional and College Athletes.** User shall promptly disclose to the Department of Athletics Compliance Office the anticipated or actual presence at or involvement in the event of any agent, advisor, business manager, marketer, or any other individual in the business of representing athletes in any capacity (or any individual affiliated with any such person or entity). Similarly, User shall also promptly disclose to the Department of Athletics Compliance Office the anticipated or actual presence at or involvement in the event of any current or former professional or college athlete.
16. **Severe Weather and Other Elements.** As conditions of use of the Facility, User assumes all responsibilities of monitoring severe weather and any other unfavorable conditions and taking appropriate precautions to ensure the safety of individuals associated with User's use of Facility. Such precautions may include, but shall not be limited to, working with Owner before use of the Facility to arrange for access to appropriate safe structures in the event of severe weather.

[Signature Page Follows]

Acknowledged and Agreed:

**THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL,
for its (insert Department name)**

Signature: _____

Name: _____

Title (*if applicable*): _____

Date: _____

**THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL,
for its Department of Athletics**

Signature: _____

Name: _____

Title: _____

Date: _____