

FACILITY USE AGREEMENT GOVERNMENT AGENCY

User Name

Email

Phone

Mobile

Organization

Organization Address

Name of Event

Event Purpose

Event Start Date

Event End Date

Actual Start Time (ex. 6:00 pm)

Actual End Time (ex. 6:00 pm)

Estimated No. of People

Event Campus / Space

Layout Description

Certificate of Insurance

In addition to a completed "Facility Use Agreement", user must submit a "Certificate of Insurance" with coverage outlined in this Agreement, and must name Wake Technical Community College as Additional Insured, and The Trustees of Wake Technical Community College, 9101 Fayetteville Road, Raleigh, NC 27603-5696 as the Certificate Holder.

Please review hours of operation for the applicable Wake Tech Campus. For the Northern and Southern Wake Campuses, facilities are reserved Monday through Friday between 8:00 a.m. and 9:00 p.m., and on Saturdays from 8:00 a.m. to 5:00 p.m. The College is closed on Sundays. During summer operating hours, the Northern, and Southern Wake Campuses are open Monday – Thursday. For hours of operation on the campuses not listed above contact the respective campus event coordinator.

Section III: Payment of Fees

Remit payment to Wake Technical Community College,
Accounts Payable
9101 Fayetteville Rd.,
Raleigh, NC 27603-5696.

Payment of all fees must be received at least ten (10) days prior to the use of facility (ies) with a copy of the first page of the Facility Use Agreement. Please include the contract number in the memo section of the payment.

Section IV: Applicable Fees (FOR INTERNAL USE ONLY)

Date(s)	Rental Fees	Other Fees	Amount
TOTAL			

Section V: Signatures and Approval

On behalf of USER, I certify that I have read the Wake Technical Community College – “Facility Use Agreement” and do hereby agree to abide by the terms of this agreement. Upon submission of this Agreement, I will provide a “Certificate of Insurance” naming Wake Technical Community College as additional insured.

(Signature of USER)

(Date)

Print Name: _____

Position: _____

(Signature of COLLEGE Authorized Representative)

(Date)

Print Name: _____

Position: _____

WAKE TECHNICAL COMMUNITY COLLEGE

FACILITY USE AGREEMENT

SECTION A - General Policy Covering the Use of the Facilities:

Use of Wake Technical Community College facilities is subject to the policies of the Wake Technical Community College board of trustees, the rules of the State Board of Community Colleges, in N.C.G.S. § 115-D-20(12), N.C.G.S. § 66-58(c)(3a) and N.C.G.S. § 66-58(c)(3d).

The parties to this agreement are Wake Technical Community College, hereinafter referred to as the COLLEGE; and the organization contracting to use the COLLEGE facilities, hereinafter referred to as the USER.

1. The COLLEGE will have first priority for the use of COLLEGE facilities. However, COLLEGE allows faculty, staff, community groups and organizations to rent or use College classrooms and conference rooms for academic or educational purposes, when those facilities are not in use for student classes or COLLEGE activities. Academic and educational purposes include workshops, conferences, seminars, and job skills training. The COLLEGE does not reserve or rent space on a continual basis, or for social or fund-raising functions or events and training that conflict or promotes a conflict of interest with a Wake Tech program or previously scheduled course.
2. Before a COLLEGE facility may be used, the Facility Usage Agreement must be completed, signed and approved, and proper liability insurance demonstrated as outlined herein.
3. The Usage Agreement shall not be entered into for any use that, in the judgment of the COLLEGE, may be in any way prejudicial to the best interest of the COLLEGE or the education program, or for which adequate adult supervision is not provided.

SECTION B – User’s Responsibility:

1. The USER shall be responsible for all damage to College property, buildings, grounds, fields, and equipment caused by participants, attendees, and/or third parties. The user shall make no temporary or permanent modifications to the property without prior written consent of the College.
2. The USER agrees to use and occupy the facility in accordance with all COLLEGE policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.
3. USER is responsible for providing all necessary and appropriate safety instructions to all participants and attendees at USER’s activity.
4. For Delivery and Set up the USER agrees to have a person present for load in and load out. The COLLEGE will not sign for any items shipped for the USER nor take any responsibility for them unless prior written arrangements are made.
5. If the use of the facility is open to any non-members, then no one shall be denied the equal privileges and enjoyment of having free and open access to the USER’s event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
6. Unless payment is made for clean-up and clean-up is specifically requested, the property or facilities must be left in a thoroughly clean condition. Performance of clean-up by the Community College will not diminish any liability for damages. USER must remove all stage props, supplies, and materials used in conjunction with event within 2 hours of event date. Any property remaining after ten days from the last day of use hereunder, will be deemed abandoned and shall become property of the COLLEGE to be disposed of or utilized at COLLEGE’s sole discretion.

SECTION C – Restrictions:

1. The USER shall not use Wake Technical Community College’s name, insignia, logo, pictures, or other material that might create the impression of association, affiliation, partnership, or joint venture, without the prior written permission of the COLLEGE. The User may use the name of Wake Technical Community College in its publicity of an event location as long as such use is not misleading with regard to sponsorship.
2. No college visitor, employee, or student is permitted to use any tobacco product at any time, including during non-college hours in any facility and on any COLLEGE grounds or property – including athletic fields and parking lots owned or leased by the COLLEGE.
3. USER agrees that its use will be orderly, and no alcoholic beverages will be sold or consumed during use of the COLLEGE’s facilities, and that all laws of North Carolina, the rules of the State Board of Community Colleges, and all COLLEGE policies will be fully observed.
4. The USER will not engage in sales or solicitation of sales of goods or services except as described in the “Purpose of Use” section of Agreement.

5. All portions of the sidewalks, entries, doors, passages, vestibules, halls corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the USER and shall not be used for any purpose others than ingress or egress from premises.
6. USER understands that COLLEGE reserves the right to control and manager the facility and to enforce all necessary and proper rules for the management and operation of the same. The COLLEGE, its employees, and its agents shall have free access at all times to all spaces occupied by USER. Design of staging is to be approved by the COLLEGE.

SECTION D – Non-assignment and Cancellation:

1. This Agreement is personal, and the USER shall not assign this Agreement nor allow any other person, group, or entity to use College facility(ies) during the scheduled time(s) without prior written consent of COLLEGE.
2. The COLLEGE may terminate this Agreement at any time in its discretion. If the COLLEGE terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or COLLEGE policies, the USER is obligated to make full payment of all fees under this Agreement. Otherwise, termination by the COLLEGE shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used less any expenses incurred by the COLLEGE.
3. If the property is rendered unsuitable for the conduct of the USER's activity by reason of Force Majeure, the COLLEGE and the USER are released from their obligation under this Agreement. 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, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the COLLEGE.

SECTION E – Use Fees:

1. USER agrees to pay the sum of \$ _____ as a fee for the use of facility and services provided. Total amount due shall be paid within thirty (30) days after receipt of bill. Said payment includes use of lights, heating, air conditioning, and water, as may be needed for the purposes set out in the Agreement and to the extent such exists at the facility.
2. If Security/Protective or other services are deemed necessary and required from the COLLEGE, the USER is responsible for all such costs.
3. Expenses will be charged after the conclusion of the event for damages and excessive wear and tear.
4. Visit <http://events.waketech.edu> for specific information.

SECTION F - Liability/Release of Claims:

1. USER agrees to maintain all necessary insurance to protect himself against all claims for bodily injury or death of any person or person's whether or not employed by the USER which may arise from any activity associated with this Agreement. **The required insurance in all cases will be a public liability/ property damage policy, with minimum coverage of \$1,000,000 comprehensive.**
2. The COLLEGE shall have no responsibility for the safety and/or security of any person participating in the use of the facility(ies) by USER except as may arise from the negligence of the COLLEGE.

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