

## **Terms & Conditions for Use of the Facility**

Approved by the MCB Board of Directors on March 22, 2018

Revised by the MCB Board of Directors on October 24, 2019

Any use of the Mecklenburg County Bar & Foundation Center (Facility) by Mecklenburg County Bar (MCB) members or others shall comply with the Facility Use Policy, the parties' Space Use Agreement, and these Terms & Conditions for Use of the Facility. Such use shall not interfere with MCB operations or create any hazard or undue hardship to the Facility or its visitors.

1. Client (as identified in the Space Use Agreement) accepts the contracted Space as is and where is and agrees to leave the Space in as good condition as it was found. Client understands and agrees that the MCB makes no representations or warranties, either expressed or implied, as to the condition, use, or any aspect of the Space and the Facility, and that all such representations and warranties are hereby disclaimed.
2. Should damage occur as a result of the actions or inactions of any person connected with Client's use of the Facility, Client shall be responsible for the costs of repairs and extraordinary clean-up related to such damages. The MCB shall provide a receipt and invoice for the cost(s) to repair such damages or extraordinary clean-up to Client, which shall be paid within ten (10) days of receipt.
3. Client understands that it is Client's responsibility (not MCB staff's responsibility) to provide food and beverage service and copying and other clerical service related to Client's use of the Facility and, if such use falls on a Friday evening, Saturday, or Sunday, it is Client's responsibility to ensure that the trash is taken out to the dumpster located in the parking lot of the Facility.
4. Client agrees that every person connected with Client's use of the Facility shall comply with that which is outlined in the Space Use Agreement and abide by all applicable laws and these Terms & Conditions. Should Client's event exceed the contracted duration times (to include set-up and clean-up times as stated in the Space Use Agreement), Client will incur additional fees and may forfeit the ability to use the Facility in the future.
5. Neither smoking nor vaping is permitted in the Facility or on the Facility property. Candles and other open flames are prohibited. Smoke, dry ice, and fog machines are also prohibited.
6. The MCB is not responsible for lost, damaged, or stolen items belonging to any person connected with Client's use of the Facility.
7. Auxiliary services, such as security, may be required by the MCB and shall be paid by Client.
8. No event at the Facility may be promoted as an MCB-sponsored event without prior written agreement by the Executive Director or designee. The MCB must pre-approve in writing any use of the MCB name and/or logo in invitations, advertisements, or publicity efforts related to an event.
9. The service of alcoholic beverages is subject to the specific conditions set forth below:
  - a. Client, directly or indirectly, shall provide coverage for comprehensive general liability, and liquor liability endorsement when applicable, with minimum limits of \$1,000,000.00 and in which the insurance carrier agrees to defend, save harmless, and indemnify the MCB and MBF from all financial loss, damage, or harm arising out of the sale or dispensation of alcoholic beverages at the Facility. Client's insurance policy shall contain a waiver of subrogation clause, providing that the insurer waives any right of recovery against the MCB and MBF. Client shall provide a certificate of insurance, including proof of the liquor liability endorsement when applicable, naming the MCB and MBF as additional insureds.
  - b. Unless otherwise prohibited by law, Client is allowed to serve or sell beer, wine, and/or liquor only if Client obtains the appropriate permit from the North Carolina Alcoholic Beverage Control Commission. No brown-bagging is allowed under any circumstances.

- c. Client and Client's caterer must adhere to the specific regulations established by the North Carolina Alcoholic Beverage Control Commission. A copy of the permit must be openly displayed during the event.
  - d. As a condition of Facility use, all certificates of insurance and copies of the necessary permits must be received by the MCB at least two weeks prior to the date of the event.
10. If Client breaches its obligations, the MCB shall have the right to terminate the Space Use Agreement and retain any fees paid by Client. The performance or non-performance of the Space Use Agreement by either party is subject to acts of God, war, government disorder, curtailment of transportation facilities, terrorist acts, or other emergency making it inadvisable, illegal, or impossible to comply with the Space Use Agreement. In such event, the Space Use Agreement may be terminated by either party upon written notice to the other without penalty.
11. Client hereby agrees to release, defend, indemnify, and hold harmless the MCB and MBF and their respective officers, directors, employees, members, agents, contractors, representatives, successors, and assigns from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, costs and expenses, including reasonable attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity, arising out of, based upon, or related to any injury or alleged injury, including death, of any person, damage to or loss (or alleged damage or loss) of property, including without limitation injury to a person or property of the Client and/or the MCB and/or MBF and its or their officers, directors, employees, members, agents, guests, contractors and sub-contractors, members of the public and patrons of the Facility arising out of Client's use (including without limitation the sale or dispensation of alcoholic beverages) or occupancy of the Facility provided that such injury, damage or loss is not attributable to the gross negligence or willful misconduct of the MCB and/or MBF and its or their officers, directors, employees and/or agents.
12. All written notices, demands and payments of any kind which either party hereto makes or requires or desires to send the other shall be given by (i) hand delivery, (ii) via e-mail confirmed by an e-mail response, (iii) facsimile confirmed by hard copy transmission receipt, (iv) overnight mail service, or (v) by mailing a copy thereof by certified mail, return receipt requested. Such notice, demand, or payment shall be addressed to the Mecklenburg County Bar at 2850 Zebulon Ave. Charlotte, NC 28208, Attn: Executive Director or to Client at the address set forth in the Space Use Agreement.
13. The MCB's failure to insist upon strict performance or observance of any provisions of the Facility Use Policy, obligation under the parties' Space Use Agreement, or these Terms & Conditions, or the MCB's failure to exercise any right therein, shall not be constituted or deemed to be a waiver or a relinquishment of such Terms & Conditions in the future.
14. The Space Use Agreement may not be changed except by written agreement signed by the parties hereto. The Space Use Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and permitted assigns. Client may not assign the Space Use Agreement without the prior written consent of the MCB.
15. The Space Use Agreement shall be governed by and continued in accordance with the laws of the State of North Carolina. Any action arising out of this Agreement shall be brought in the state courts situated in Mecklenburg County, North Carolina.
16. In case any one or more of the provisions continued in the Space Use Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. At all times during the term of the Space Use Agreement, the MCB shall have access to the Facility, including the Space reserved or used by Client.