

RANDOLPH COUNTY PARK & RECREATION BOARD (RCPRB)

FACILITY AND USE AGREEMENT ADDENDUM TO CONTRACTS

1. FEES AND PAYMENT

1.1 unless alternative arrangements have been made, the User shall pay the required deposit (stated on contract) . Upon execution of this agreement. B.) the total fees set forth herein (less deposit) before beginning date. C) any other fees or payments due hereunder within (30) days of receipt of invoice therefore. All checks should be made to Randolph County Park & Recreation Board.

1.2 a \$50.00 service charge will be added for all returned checks. User shall be responsible for all attorney and collection fees incurred by RCPRB to recover any past due monies. As long as any unpaid balances remain, user shall not be allowed to schedule any future events with RCPRB.

2. CANCELLATIONS/REFUNDS

2.1 This agreement may be cancelled by the User to RCPRB. Notice of cancellation received by RCRB at least thirty(30) days prior to the Beginning date shall result in a cancellation fee equal to fifty percent (50%) of the deposit identified in Section 1.1

2.2 Notice of cancellation received by RCRB less than thirty (30) days prior to Beginning date shall result in a cancellation equal to one hundred percent (100%) of the deposit identified in Section 1.1 above.

2.3 RCRB shall have the right to cancel this agreement, immediately and without notice, upon any breach by the user of the terms and conditions contained herein. Any and all cost or expenses related to cancellations by User or because of breach by User shall be the sole responsibility of the User. Refunds are reviewed on a case by case basis.

3. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants that it has full power and authority to enter into this agreement. Except as expressly stated herein, RCPRB disclaims any and all representations and warranties of any kind regarding this Agreement, and the Facility and other resources provided in connection therewith.

4. LIMITATION OF LIABILITY

Except as otherwise expressly set forth herein, User agrees that it shall access and use the Facility and other resources provided hereunder at its own risk, and that RCPRB shall not be liable to User, its agents and invitees, for any personal injury or loss or damage to vehicles, equipment, fixtures or other personal property brought onto RCPRB premises. Without limiting the foregoing, User hereby releases RCPRB, its affiliates and their respected officers, directors, agents and employees, from any and all claims, damages, liabilities, cost and expenses that it may incur in connection with this agreement, or the use of the Facility and other resources provided hereunder.

5. INDEMNIFICATION

User shall indemnify, defend and hold harmless RCPRB, its affiliates, and their respective officers, directors, agents, employees (collectively, the indemnified parties) from and against any and all claims, damages, liabilities, costs, and expenses (including attorney fees) arising out, or in connection with this Agreement, or in the use of the Facility and other resources provided hereunder (whether such use is authorized or not) or any act or omission of User, its agents and invitees, except those caused by the willful misconduct, gross negligence or intentional torts of the indemnified parties.

6. INSURANCE

User agrees, at its own expense, to purchase and to maintain a commercial general liability insurance policy in the minimum amounts of \$1,000,000 combined single limit per occurrence, and \$5,000 medical expense per person. Said insurance policy shall be written by a financially sound insurance company, reasonably acceptable to RCPRB. A certificate of liability insurance, naming Randolph County Park & Recreation Board as "additional Insured" shall be provided to RCPRB, no later than five (5) business days before beginning date. The above insurance coverage must remain in effect for the duration of the use of the facility. If such use is ongoing or repetitive a certificate of liability insurance must be provided to RCPRB each year upon renewal of the above noted insurance policy. RCPRB must be given thirty (30) days of written notice of the cancellation of liability insurance coverage.

7. CONDITION OF FACILITIES

User acknowledges and agrees that it accepts the facility in "as is" condition, that RCPRB is under no obligation to make any repairs, renovations, or alterations to the facility, and that, except as otherwise expressed set forth herein, RCPRB has made no representations or warranties regarding the facility. User agrees to leave the facility in as good a condition as the facility was in at the beginning time, reasonable wear and tear excepted. User shall make no temporary or permanent modifications to the facility without the prior consent of RCPRB and user shall be solely responsible for the cost of any damages, including loss or theft, to the facility, and any other equipment or property, caused by user, its agents or invitees.

8. CONTROL OF PREMISES

The Facility shall at all times be under the control of RCPRB, and duly authorized representatives of RCPRB shall have the right to enter the Facility at all times during the period covered by this agreement. User shall at all times conduct itself so as not to interfere in any way with the normal course of operations of RCPRB. User agrees to observe and obey all directives given by duly designated personnel of RCPRB, including but not limited to directives related to maintenance and to public safety. User further agrees to take responsibility for the implementation and enforcement of these items and to cause user, its agents and invitees to comply with all reasonable requests of RCPRB, its personnel and security agents, relating to the facility and the operations thereof.

9. NO ESTATE CREATED

The license granted pursuant to this agreement shall not be construed as creating or vesting in User any estate in the facility, but only the limited right of possession and use as herein described, and user shall have no right to require specific performance of the obligations of RCPRB hereunder.

10. ABANDONED PROPERTY

Any property of the User, its agents and invitees left on RCPRB premise shall after a period of ten (10) days from the ending date (or the beginning date, if facility is to be used for one day) be deemed abandoned and shall become the property of RCPRB to be disposed of or utilized at RCPRB sole discretion. RCPRB shall use reasonable efforts to contact user in the event that RCPRB discovers property on RCPRB premise within said ten (10) day period; however, RCPRB is under no obligation to conduct any search for such property, which obligation lies solely with the User.

11. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

User agrees to abide by all applicable policies, rules and regulations of RCPRB, including but not limited to any applicable policies on facilities use. User also agrees to use and occupy the facility in a safe and careful manner and in compliance with all applicable municipal, state and federal law, and shall not permit the facility to be used in a manner in contravention of any such laws. Without limiting the foregoing, user agrees to cause user, its agents and invitees to comply at all times with guidelines and regulations of RCPRB and its facilities.

12. FORCE MAJEURE

RCPRB shall not be liable or deemed to be in breach of agreement for any failure or delay in rendering performance arising out of cause beyond its reasonable control and without its fault or negligence. Such causes may include, but not limited to acts of God or a public enemy, fires ,floods or unusually severe weather. Without limiting the foregoing, RCPRB reserves the right to substitute comparable facilities for any RCPRB Facility of this agreement, in the event of an emergency. This Facility is used by the Office of Emergency Management and RCPRB has the right to breach this agreement if this Facility has to become occupied by the OEM.