

THE WCU STANDARD SPACE USE AGREEMENT MUST BE USED FOR - (1) MEETINGS, PROGRAMS, AND ACTIVITIES THAT ARE SCHEDULED TO BE COMPLETED IN ONE BUSINESS DAY OR LESS, AND DO NOT INVOLVE MINOR CHILDREN OR POSE AN INCREASED RISK OF DAMAGE TO PROPERTY OR PERSONAL INJURY.

**WESTERN CAROLINA UNIVERSITY  
STANDARD SPACE USE AGREEMENT**

**THIS STANDARD SPACE USE AGREEMENT** (the “Agreement”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between **WESTERN CAROLINA UNIVERSITY** (“WCU”), a constituent institution of the University of North Carolina, and \_\_\_\_\_ (“Licensee”).

**ARTICLE I  
LICENSE TO USE SPACE**

Section 1.01 *License*. WCU owns and operates or lawfully controls access to and use of the space described below (“Space”), and Licensee desires to use the Space on the date(s) and time(s) listed for the purpose(s) listed below.

Space (include building and room numbers or other applicable description):

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Date(s) and Time(s):

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Purpose(s) of Use:

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WCU hereby agrees to make the Space available to the Licensee under the terms set forth above, and in consideration for permission to access and use the Space, the Licensee hereby agrees to pay the charges and comply with all of the terms and conditions set forth below in this Agreement.

**ARTICLE II  
CHARGES**

Section 2.01 ***Space Use and Other Charges.*** For and in consideration of the license granted herein, Licensee agrees to pay a Space Use Charge and other applicable charges as set forth below.

Space Use Charge: \$ \_\_\_\_\_

Administrative Charges (specify all applicable): \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Variable Charges (specify all applicable): \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Payment of charges shall be due on \_\_\_\_\_ or at least three (3) business days before the date of the use, whichever is sooner. Payments shall be delivered to the individual at the business address listed below:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Western Carolina University  
Cullowhee, NC 28723

**ARTICLE III  
TERMS AND CONDITIONS OF SPACE USE**

Section 3.01 ***Sales and Solicitation.*** Licensee will not engage in sales or solicitation for sales of goods or services except as described in Section 1.01 above, "Purposes of Use". All sales and solicitation activities must be conducted in accordance with University Policy #114, "Solicitation, Assemblies, and Public Addresses".

Section 3.02 ***Damages and Repairs.*** Licensee agrees to be responsible for all damages to the Space and any university furnishings and equipment caused by Licensee or any of its participants and attendees.

Section 3.03 **Compliance.** Licensee agrees to occupy and use the Space in accordance with all applicable WCU policies and with all applicable local, state, and federal laws, regulations, and ordinances, including but not limited to fire codes.

#### **ARTICLE IV INDEMNIFICATION**

Section 4.01 **Indemnification.** Licensee shall indemnify, protect, defend, and hold harmless WCU and its trustees, officers, agents, employees, representatives, and assigns, and the University of North Carolina and its governors, officers, agents, employees, representatives, and assigns from and against any and all claims, demands, suits, and causes of action and any and all liabilities, costs, damages, expenses, and judgments incurred in connection therewith (including but not limited to reasonable attorney's fees and court costs), whether arising in equity, at common law or by statute, or under the law of contracts, torts or property, relating to or arising out of Licensee's occupancy and use of the Space or any material breach of this Agreement.

#### **MISCELLANEOUS TERMS**

Section 5.01 **Entire Agreement/Amendments.** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings, and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless evidenced by a writing signed by the parties hereto.

Section 5.02 **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of North Carolina, including all matters of construction, validity and performance. This provision shall survive the term of the Agreement.

Section 5.03 **Non-discrimination.** Neither party shall discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age, disability, or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement.

Section 5.04 **Notices.** All notices hereunder shall be in writing and will be delivered to the other party by any of the following methods: (1) hand delivery; (2) certified U.S. mail, return receipt requested; (3) overnight courier; or (4) electronic mail. Notices shall be addressed to the other party as follows:

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

If to WCU:

\_\_\_\_\_  
\_\_\_\_\_

Western Carolina University

Cullowhee, N.C. 28723

Email address: \_\_\_\_\_

All notices will be deemed received and effective as follows: (1) if by hand-delivery, on the date of delivery; (2) if by overnight courier, on the date receipt is confirmed by such courier; (3) if by certified U.S. mail, on the date of receipt appearing on a return receipt card; or (4) if by electronic mail, 24 hours after the message was sent if no “system error” or other notice of non-delivery is generated.

Section 5.05 *Relationship of the Parties*. It is expressly acknowledged by the parties hereto that they are independent contractors.

**IN WITNESS WHEREOF**, the authorized representatives of WCU and Licensee have executed this Agreement as of the date first written above.

| WESTERN CAROLINA UNIVERSITY | LICENSEE   |
|-----------------------------|------------|
| By: _____                   | By: _____  |
| Its: _____                  | Its: _____ |