

STATE OF NORTH CAROLINA
COUNTY OF ROBESON

FACILITIES USE AGREEMENT: Vendors

This agreement made and entered into by and between the American Indian Heritage Center Program (hereinafter "AIHC"), an administrative department at The University of North Carolina At Pembroke (hereinafter called "UNCP"); and (*full legal name of vendor*) _____, with its principal address _____ (hereinafter called "Vendor").

WITNESSETH:

That in consideration of the facilities and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

Fee, Facilities, and Term. The permit given by these presents is to allow Vendor, in exchange for payment of the License Fee and compliance with the terms hereof, to market the types of items named below during the Term of Use indicated below, and at no other time, in connection with the #BraveNation Powwow and Gathering, while using the Facilities on the campus of UNCP identified below, and none other:

License Fee: (*must be paid at time of or before execution of Agreement*): \$50.00 (arts), \$100 (food), \$175 (food-concession), and no cost (informational)

Facilities: Parking lot at the UNCP Football field (Grace P. Johnson Stadium) during the #BraveNation Powwow and Gathering.

Term of Use: From 8 a.m. (starting hour) through 6 p.m. (ending hour) on Saturday, March 19, 2022.

Other Considerations:

- License fee includes one (1) table and two (chairs).
- The defined set-up space is a 6 ft. front with a 6 ft. side space. The defined set-up for two (2) spaces is a 12 ft. front with a 6 ft. side space. Please keep your items within the allotted space; angled, skewed, or elongated set-ups will not be allowed.
- Vendors are permitted one space per license fee.
- Requests for specific booth locations are not accepted.
- Electricity is not guaranteed. Location will be at Grace P. Johnson Stadium also known as the UNCP football stadium.
- If you need special accommodations of any type, please let AIHC know as soon as possible. Please note that AIHC will make an effort to accommodate your needs within reason, however, all requests may not be feasible for AIHC to perform or guarantee.
- **Please read over and sign the Facilities Use Agreement.**
- Submission of fee and completed Facilities Use Agreement is neither an offer nor a guarantee of space. Application is subject to final approval by AIHC. Notification of

- acceptance/denial will be confirmed by mail, phone, and/or email.
- No application will be considered for review without the following:
 - Detailed description of merchandise to be sold/displayed.
 - Full payment. **Make checks or money orders payable to UNCP Foundation.** Fees are non-refundable upon acceptance. Fees will be refunded if Agreement is not accepted.
 - Completed agreement must be received by **March 11, 2022.** Please send completed agreement to: American Indian Heritage Center, UNC Pembroke, PO Box 1510, Pembroke, NC 28372. Phone: 910.775.4663. Email: powwow@uncp.edu

Inspection and Clean-up. Vendor agrees that AIHC and UNCP may enter upon the Facilities at all reasonable times to make inspection. Vendor shall set up after commencement of, maintain the Facilities in a clean and orderly fashion during, and remove all of Vendor's property and clean up before the end of the Term of Use. **Vendor is not responsible for cleaning up beyond their designated area.**

Damage. Vendor shall not injure, mar or in any way damage the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced and will not make or allow to be made any alterations of any kind to the Facilities. If any of the Facilities have been damaged, normal wear and tear excepted, or left unclean at the end of the Term of Use, AIHC or its designee will invoice Vendor at the address stated above, which Vendor certifies to be correct and current, for the cost of cleaning and replacement of and repairing such damage to the Facilities, or any part thereof, which invoice Vendor agrees to pay within 10 days of the date of said invoice.

UNCP's Logo. Vendor shall not use UNCP name and/or logos without prior design approval and advance written permission from UNCP's University Communications and Marketing.

No Assignment. The permit, use and occupancy provided for hereunder shall not be assigned by the Vendor to any other corporation, association, person or entity whatsoever.

Compliance with Law, Non-discrimination. At all times during the Term of Use, Vendor shall comply with all laws, regulations, rules, and ordinances that may be applicable, including those of UNCP, the City of Pembroke, the County of Robeson, State of North Carolina, and United States of America. Vendor shall not discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. Notwithstanding any other provision of this Agreement, UNCP reserves the right to modify or amend this Agreement to better make accommodations for the needs of persons with disabilities and reserves the right to immediately cancel this Agreement due to UNCP's inability to provide such accommodation(s).

No alcohol or drugs. Vendor shall not use or permit the use, consumption, or possession of alcohol or controlled substances (other than those duly prescribed by a medical professional) by any person representing them present on the premises of the Facilities during the term of this Agreement.

Indemnification. Vendor agrees to indemnify and hold harmless AIHC, UNCP, The University of North Carolina, the Board of Trustees of The University of North Carolina at Pembroke, and the Board of Governors of the University of North Carolina system, and their respective agents, servants, and

employees (each of the foregoing being hereinafter referred to individually as “Indemnified Party”) against any and all claims, demands, causes of action, action(s), judgment(s) or other liability, including attorneys’ fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with this Agreement, including but not limited to all injuries or death to any persons or damage to property. Neither UNCP nor AIHC shall be liable to Vendor in damages or otherwise for injury or loss suffered by any person arising from any defect in construction, maintenance or operation of the Facilities. **Vendor’s obligation to indemnify any and each Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.**

Termination. Each party has the right to terminate this Agreement immediately if the other party breaches, is in default of any obligation hereunder or otherwise performs in an unsatisfactory manner.

General. This Agreement shall be governed by the laws of the State of North Carolina. The waiver by AIHC or UNCP of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other provision contained in this Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Further, this Agreement may be amended only by mutual agreement signed in advance by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers, on the date indicated under their respective signatures, the latest of which dates being the effective date of this Agreement.

APPROVED, AGREED TO AND ACCEPTED BY:

VENDOR: _____

AMERICAN INDIAN HERITAGE CENTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: 910.775.4663

Email: _____

Email: powwow@uncp.edu

Date Signed: _____

Date Signed: _____