



RENTAL AGREEMENT

This Agreement (“Agreement”) for use of the E. Harvey Estes Conference Center (“Facility”) is made between the North Carolina Academy of Physician Assistants (“NCAPA”) and Client named (“Client”).

Confirmation: This Agreement must be signed and returned with the Deposit to confirm the reservation.

Deposit: A 50% Deposit is required at the time of booking with the remainder due on the day of the meeting. Payment is accepted by checks only.

Bookings/Catering: Room set-up specifications and AV requests must be received five business days prior to the event. The Facility does not provide food and beverages. No alcoholic beverages are permitted. The Client is responsible for making all necessary food and beverage arrangements including service ware, utensils and glassware.

Capacity: Room capacity limits are strictly enforced. Client must notify the NCAPA of changes in number of attendees to ensure adequate capacity.

Event: The E. Harvey Estes Conference Center is available for non-religious and non-political events, business meetings and educational meetings. Client certifies that this event(s) is not related to any religious or political organization, to fund-raising, and is not a private social event such as a wedding, birthday or marriage anniversary party. The Facility reserves the right to review any advertisement containing the name of the NCAPA or the E. Harvey Estes Conference Center.

Access/Peaceful Enjoyment: Client and event attendees have the right to use available event parking, to ingress and egress through the front atrium and to use public areas of the Facility. Client and event attendees acquire no right to enter the office area of the NCAPA which begins at the front reception desk. Noise volume will be controlled by Facility management in order to insure quality functions for all clients and the ability to conduct business in the NCAPA offices.

Equipment: Client must obtain approval five days prior to the event(s) for use, display, or installation of any of its property or equipment required for the event. The Facility and the NCAPA are not liable for damages or theft of such property or equipment.

Cancellation: Client cancellation of any event must be made in writing. The Deposit or full-payment will be fully refunded if cancellation is more than two weeks before the scheduled event. No refunds are

provided for cancellations two weeks or less before the event. This provision applies regardless of the number of days between the date the event was scheduled and the event date.

Indemnity: Client shall indemnify, defend and hold harmless the Facility and the NCAPA, from and against any and all liabilities for accidents, bodily injury, illness, breach of contract, damage to or loss of property left on the premises prior to, during, or after any event, or any other damage, loss or claim arising out of activities undertaken by Client or third-parties at the Facility, except to the extent caused by negligence or misconduct of the Facility and/or the NCAPA. Client further agrees to indemnify, defend and hold harmless the Facility and the NCAPA from and against any and all liabilities from loss, cost (including reasonable attorney's fees), damages or liability, including injury to any person or property arising from, or related to, the presence of Client or event attendees, except to the extent caused by the negligence or misconduct of the Facility and/or the NCAPA. If Client is an agency of the State of NC, local government, or municipality, the indemnification shall not apply, provided Client carries workmen's compensation for its employees and a form of public liability insurance, and waives its sovereign immunity to the extent provided under the State Tort Claims Act.

Payment for Damages: Client agrees to leave the premises in good, clean condition, equal to that made available. The Facility shall have the right to recover any costs of clean-up, repair or replacement of damages necessary to return the premises to such condition, unless damage is caused by the negligence or misconduct of the Facility and/or the NCAPA.

Construction/Non-agreement: This Agreement creates no relationship of employment, joint ventures, partners, or principal and agent between the parties: each agree they are acting as principals. These terms constitute the entire agreement of the parties. All terms and conditions herein shall be binding upon the parties, their successors, and representatives. Client may not transfer, sublet, or assign any of its rights or obligations herein. Client shall have no right of offset with regards to any funds owed to the Facility.

Amendment/Waiver: This Agreement may be changed only by written amendment. The waiver by either party of any breach or violation of any provision herein shall not operate as a waiver of any other breach.

Acts of God: Either party may terminate this Agreement without liability if an unforeseen event occurs, fire, casualty, or labor strike, which renders impossible the fulfilling of this Agreement.

Nondiscrimination: The Client agrees not to discriminate against any person because of race, religion, creed, national origin, sex, sexual orientation, gender identification, age, disability, marital status, or political affiliation with respect to admission or participation in the event(s).

Severability/Cost of Suit: If any portion of this Agreement is found to be in violation of any laws or public policy and thus invalid and unenforceable, all other provisions shall continue in full force and effect. No illegal activity is permitted in or around the Facility. Should the NCAPA institute suit or action against the Client as a result of failure to comply with any term of this Agreement, the NCAPA shall receive all damages provided by law, all costs and disbursements provided by statute, all costs actually incurred including, without limitation, attorneys' fee and any other relief allowed at law or in equity.

Governing Law: The laws of the State of North Carolina, excluding its conflict of law principles, shall govern this Agreement.

Term: This Agreement is effective when signed by an authorized official for both parties and shall terminate on completion of services unless terminated sooner in accord with its terms.

SIGNATORY PAGE

Name of Client:

Date(s) of Event:

Time of Event:

Number of Attendees:

Cost:

Daily Rate		\$0
Number of Days	X	<u>0</u>
Total Base Charge		\$0
Service Fee (20%)		<u>\$0</u>
Total Cost		<u>\$0</u>

By: _____
Authorized Signature/Title for Client

Date: _____

By: _____
Authorized Signature/Title for Facility

Date: _____