

**SPECIAL EVENT TERMINAL BUILDING
LICENSE**

THIS LICENSE is entered into and effective as of the ____ day of _____, 20____, by and between THE AIRPORT COMMISSION OF FORSYTH COUNTY, having an address at 3801 North Liberty Street, Winston-Salem, North Carolina 27105 (herein called “Licensor” or “ACFC”) and _____, having an address at _____ (herein called “Licensee”).

RECITALS:

WHEREAS, the County of Forsyth, North Carolina, a political subdivision of the State of North Carolina (“County”) owns a public airport located within the City of Winston-Salem in the County of Forsyth known as the Smith Reynolds Airport (the “Airport”); and

WHEREAS, the Commission, a body politic and corporate created by Chapter 610 of the Session of Laws of North Carolina of 1949, controls, manages, operates and maintains the Airport on behalf of the County with full right, power and authority to enter into and perform the obligations of the Licensor hereunder; and

WHEREAS, Licensor desires to grant a license to Licensee, and Licensee desires to accept from Licensor a license to use certain terminal building space located at 3801 North Liberty Street, Winston-Salem, North Carolina (the “Property”) on a short-term basis upon the terms and conditions hereinafter set forth (such terminal building space used by Licensee hereinafter referred to as the “Licensed Premises”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **TERM.** Licensor hereby grants a license to Licensee, and Licensee hereby accepts such license from Licensor for the Licensed Premises which includes the following:
 - Terminal Building Lobby
 - Departure Lounge
 - Outdoor Patio Adjacent to Terminal (Landside)
 - Ramp Adjacent to Departure Lounge (Airside)(Check all that apply)

Licensee shall have the right to use Licensed Premise upon the terms and conditions stated herein.

2. **INDEMNIFICATION BY LICENSEE.** Licensee does hereby indemnify and hold harmless Licensor from and against any and all losses, costs, damages, expenses, charges and liabilities, including, without limitation, reasonable attorneys’ fees and disbursements, incurred or paid by Licensor, and shall defend Licensor against all claims, actions, proceedings and suits relating to: (i) the conduct of Licensee’s business in, or use or occupancy of, the Licensed Premises; (ii) any accidents, damages or injuries to persons or property occurring in, on or about the Licensed

Premises, other than accidents, damages or injuries caused solely by the gross negligence or willful misconduct of Licensor or its officers, employees, agents or contractors; (iii) any breach or default by Licensee in the observance or performance of the covenants and agreements contained herein (or incorporated herein by reference) beyond any applicable cure period; (iv) any work done in or to the Licensed Premises by Licensee or Licensee's contractors, agents or employees; (v) any act, omission or negligence on the part of Licensee and/or its officers, employees, agents, customers, contractors or invitees, or any person claiming through or under Licensee; or (vi) any losses of or damages to property, injuries to person, or claims of other Licensees or occupants of Licensee or of any other tenant, invitee or occupant of the Licensed Premises, arising out of or in connection with any alterations, additions or improvements in or to the Licensed Premises by Licensee or Licensee's contractors, agents or employees, or acts, omissions or negligence in connection herewith.

3. USE. Licensee shall use and occupy the Licensed Premises for the temporary event specifically agreed to by Licensor and Licensee and for no other purpose. Licensee shall comply with the certificate of occupancy relating to the Licensed Premises and with all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate agencies, officers, departments, boards and commissions thereof, and the board of fire underwriters and/or the fire insurance rating organization or similar organization performing the same or similar functions, whether now or hereafter in force, applicable to the Licensed Premises and arising out of Licensee's occupancy, use or manner of use thereof. The maximum number of persons allowed in the Terminal Building common space is 507.

4. FEES. The fees shall be computed on a hourly basis in accordance with the Schedule of Charges, Fees and Rents for Special Events (Schedule) attached hereto as **Exhibit A**.

5. CONDITION OF LICENSED PREMISES. Licensee acknowledges that it has had the opportunity to examine and inspect the entire Licensed Premises and the fixtures and improvements therein and is fully familiar with the physical condition thereof. Licensee agrees that Licensee is using the Licensed Premises and the fixtures therein "as is, where is, and with all faults", and that Licensor is not required to perform any work or expend any monies in order to make the Licensed Premises ready for Licensee's occupancy. In making and executing this License, Licensee acknowledges that Licensor has not made and does not make any representations or warranties as to the physical condition of the Licensed Premises or the fixtures or improvements therein and that Licensee has relied solely on such investigations, examinations and inspections as Licensee has chosen to make or has made.

Notwithstanding any other provision of this License, upon termination of each and every use of the Licensed Premises, Licensee shall surrender the Licensed Premises to Licensor in as good a state and condition as when received and in broom clean condition, restrooms included.

6. ALTERATIONS. Licensee shall not make or cause, suffer or permit the making of any alteration, change, replacement, installation or addition in or to the Licensed Premises without obtaining the prior written consent of Licensor in each instance, which cause may be authorized in Licensor's sole discretion. Set up and tear down for any event must be done on the same day of the event, unless other arrangements have been approved by the Licensor. Licensee

must provide their own table and chairs beyond what is currently in the Licensed Premises. Licensee must return the space to the same condition as when received, including restrooms.

7. OTHER TERMS.

a. Due to Airport security concerns, Licensee is not allowed to access the airside/ramp unless prior arrangements are made with Licensor. If any guest of Licensee attempts to access security control space, including, but not limited to, the airside ramp, the Licensee will lose its deposit and will be asked to leave immediately.

b. Licensee may only serve alcohol at the event if the hired caterer has the appropriate permits required by law and insurance and they include the Airport Commission of Forsyth County as an additional insured. A certificate of insurance and a copy of the caterer's liquor license (if applicable) must be submitted to the Licensor in advance and the General Liability /Dram Shop-Liquor Liability coverage must have of no less than \$1,000,000 per occurrence in coverage. If Licensee attempts to have alcohol without an insured caterer, the Licensee will lose its deposit and will be asked to leave the Licensed Premises immediately.

c. Licensee and guests are not allowed to park in any spots that are designated for other tenants, such as, but not limited to, rental car companies.

d. Licensee must coordinate with an employee or designated representative of the Licensor to be on site before, during and after the event. If an employee or designated representative is not available, the event cannot be scheduled. The current rate for a Licensor employee can be found on the Schedule of Charges, Fees and Rents for Special Events (Schedule) attached hereto as **Exhibit A**. Payment of the fee is due to the employee directly the day of the event before setting up Licensed Premises.

e. To reserve the Licensed Premises, Licensee must provide to the Licensor a \$1,000.00 deposit thirty (30) days in advance. The deposit is refundable if no damage has been made to the Licensed Premises.

f. License payment must be made in full before or on the day of the event in cash or with a check. No credit cards are accepted.

8. ASSIGNMENT AND SUBLETTING. Licensee shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this License or any interest therein, or sublet the Licensed Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Licensed Premises by any person other than Licensee and its guests without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole discretion for any reason whatsoever or for no reason at all.

9. TERMINATION. Either Licensor or Licensee may terminate this License at any time upon notice to the other party. In such an event, the Deposit will be returned to the Licensee within thirty (30) days of termination. Licensee acknowledges that the area surrounding the Licensed Premises are currently used as an operating regional airport and Licensor may be required for safety, Federal Aviation Administration (FAA) regulations, Transportation Security Administration (TSA) regulations, or other reasons to terminate this License with little or no notice to the Licensee. In such an event, the Licensor will return the full amount paid by the Licensee to the Licensor (including the Deposit) within thirty (30) days of termination, however, in no event shall Licensor be responsible for consequential damages resulting from such termination or be responsible for any costs paid by Licensee to any third parties that may be lost. By execution of this License, Licensee accepts and assumes full responsibility and risk for any possible termination.

[Separate Signature Page to Follow]

SEPARATE SIGNATURE PAGE TO
SPECIAL EVENT TERMINAL BUILDING LICENSE

IN WITNESS WHEREOF, Licensor and Licensee have hereunto executed this License of the day and year first above written.

LICENSOR:

THE AIRPORT COMMISSION OF FORSYTH COUNTY

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

EXHIBIT A

Reservation - Refundable Deposit

\$1,000 30 Days in Advance of Event.

Supervision Fee

\$300 (Cash, Certified Check or Money Order) - ACFC Employee or designated representative must be on site before, during, and after the event to make sure everything goes well. The Licensee must pay the employee or designated representative directly before setting up for the event. If the tear down of the event lasts longer than 30 minutes, the Licensee must pay ACFC Employee or designated representative directly an additional \$50 for each hour beyond the established five hours minimum.

Terminal Building Lobby and Departure Lounge

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|---|---------|
| Five Hour Event (Minimum – Does not include Set Up and Tear Down) | \$2,000 |
| Each Additional Hour | \$400 |

Terminal Building Lobby - Only

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|----------------------|---------|
| Five Hours (Minimum) | \$1,800 |
| Each Additional Hour | \$350 |

Notes: Setup and tear down must happen the same day of the event, unless other arrangements have been made.

To reserve date, Lessor must execute Special Event Terminal Building License and provide the deposit of \$1,000 at least 30 days in advance. The deposit is refundable if no damage has been made to Licensed Premises and the facility is returned to its original condition. Refund of the deposit would be made in approximately 4 weeks.