

Johnston Medical Mall facilities use policy

The First Citizens Bank Medical Conference Center is located at Johnston Medical Mall on the campus of Johnston Medical Center in Smithfield, NC. The Conference Center auditorium exists for the purpose of educational enrichment of the staff at Johnston Health and businesses and residents of Johnston County and surrounding areas. The facility is available for use by community groups, nonprofit organizations and small businesses for conferences, meetings and presentations. It is not intended to be used for concerts or other entertainment or celebratory events. The Conference Center auditorium has a seating capacity of 120, and is equipped with an audiovisual system that includes hearing assistance.

Rental fees vary according to the time of day or day of the week, the not-for-profit vs. for-profit status of the user and if additional services are required. Total rental fees shall be comprised of the base use fee plus the personnel services and equipment fees applicable per each individual event designed. Base rental use rates quoted include standard utilities and house lighting. Rates for services including pre-event set-up and post-event clean-up and audio visual removal shall be charged accordingly. Security personnel are on campus at all times, however for after hours, weekend or holiday events an extra charge will be applied to specifically assign security personnel to the conference center area. A schedule of rates and charges is available on request.

-Conference Center staff members do not have the authority to alter rental rates, charges or fees.

In order to preserve and protect the technical equipment, facility-provided management and technical personnel are required to be present for all events. The audiovisual equipment may only be operated by Conference Center staff members.

Inquiry may be made via email (lmclaurin@johnstonmemorial.org) or by phone to Lisa McLaurin, Marketing Coordinator for Johnston Health, at (919) 938-7186. An appointment will be made at your convenience so that you may fully tour the available facilities and discuss services desired. A sample rental agreement will be made available for your inspection. **The rental contract is only confirmed upon signature and a deposit of 50% of the rental rate has been received by the Licensor, which will be credited to your balance owed following the event as long as there has not been any damage to the facilities.** A refundable security deposit of \$100.00 is also due upon signature of the contract. The security deposit will be refunded after the event is over and our staff has approved the condition of the facility.*

Johnston Health and the staff of the First Citizens Bank Medical Conference Center welcome you to our beautiful facility and look forward to serving your individual needs.

FIRST CITIZENS BANK MEDICAL CONFERENCE CENTER

TERMS AND CONDITIONS OF USE (RENTAL CONTRACT)

This agreement is made and entered into the _____ day of _____ 20__ by and between Johnston Health, hereinafter referred to as the Licensor, and _____, hereinafter referred to as the Licensee.

1. LICENSE TO USE CONFERENCE CENTER SPACE: Licensor hereby grants to Licensee a license to use the Conference Center space on _____, 20____, between the hours of _____, am/pm to _____, am/pm.

2. RULES AND REGULATIONS OF CONDITIONS OF USE: Licensee agrees to be bound by the Terms and Conditions of Use set forth herein, and by the rules and regulations, if any, attached hereto.

3. CONFIRMATION OF CONTRACT: **The rental contract is not in force until signed by both parties and a deposit of 50% of the rental rate and a refundable* security deposit of \$100.00 has been received by the Licensor.** Licensee and Licensor shall retain fully executed copies of this document.

4. CANCELLATION BY LICENSEE: Should the Licensee cancel the contracted event no less than thirty days prior to the scheduled event; a refund will be at the discretion of the Licensor. Cancellation must be made in writing or email, and if not made and received within thirty days of the scheduled event, Licensor reserves the right to require full payment of the total base rental fee and to retain the security deposit.

5. CANCELLATION BY LICENSOR: Licensor shall have the right, power and authority to cancel this contract in part or in whole at any time before or after event starts in writing or orally to the Licensee if, in the opinion of the official representative of the Licensor 1) the program, songs, speech, dialogue, performance and the like of whatever kind of nature scheduled presentation or the advertising or other promotion connected therewith contain, speak or suggest content contrary to the purposes of the licensed facility; or 2) the purpose of use is changed in any respect from the contracted rental agreement; or 3) the Licensee is in default to the satisfaction of the Licensor.

6. INDEMNITY: Licensee covenants and agrees to defend, indemnify and save harmless the Licensor, its officers, trustees, agents and employees jointly and severally, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever arising out of, resulting from, the use of the Conference Center by the Licensee and its invitees or guests, or which would not have occurred or existed by for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged to have been caused, by any negligence or any other act of Licensor.

7. AGREEMENT TO EXIT PREMISES: Licensee agrees to exit the Conference Center space no later than the term of this agreement. Licensee further agrees to leave the Conference Center space in condition equal to that found upon their arrival, except for what may be considered as standard janitorial service as deemed appropriate by Licensor. **Licensor has the right to enter the Conference Center space at any time prior to, during or after the contracted rental time.**

8. REMOVAL OF PROPERTY: Licensee agrees that all materials pertinent to the event, which are not the possession of Licensor, will be removed from the premises before the rental time has expired. Licensor shall be authorized to remove at the expense of Licensee all materials remaining in the Conference Center space at the termination of this agreement. Licensee shall be responsible for payment of storage costs of such materials and Licensee agrees that Licensor shall in no way be responsible for loss, damage or claims against material moved or stored under this provision. Licensee agrees that Licensor will have a first lien on such materials for payment of costs accrued for removal and storage.

9. PAYMENT FOR DAMAGES: Licensee agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, to condition equal to that at the time this agreement went into effect. Licensee shall only be responsible for damage or injury caused by Licensee, its agents, employees, clients, customers or invitees.

10. NON-ASSIGNMENT: Licensee can not assign, transfer or subject this agreement to another organization, affiliate or party thereof not responsible for payment in this agreement.

11. TOTAL AGREEMENT: All terms and conditions of this contract shall be binding upon the parties, their heirs, representatives, and assigns, and can not be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing as signed by the duly authorized agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the contract. **The rental contract must be returned along with the required security deposit within fourteen days of its receipt or it becomes void.**

12. SEVERABILITY: If any portion of this agreement is found in violation of the laws or public policy of the State of North Carolina and thus invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. No illegal activity is permitted in or around Johnston Health grounds as defined by the General Assembly of the State of North Carolina. Please be aware that tobacco use of any kind is prohibited on our campus and grounds.

13. ADDITIONAL REGULATIONS AND CONDITIONS OF USE: The Licensor reserves the right to impose any additional rules or regulations or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Johnston Health, and such regulations shall be binding upon the Licensee. Johnston Health may deny any group or individual use of the Conference Center when that usage shall in the opinion of the hospital administration directly and adversely compete with programs that are sponsored by and in the best interest of Johnston Health. All Licensees shall comply with the laws of the United States and the State of North Carolina, and with all ordinances, rules and regulations of Johnston County and Johnston Health.

14. INSURANCE: If deemed necessary by Licensor, Licensee agrees to provide a public liability insurance policy naming Licensor and Licensee as insured parties and covering claims for injuries, death and/or property damage arising out of use of the premises by Licensee in such amount and such terms Licensor may approve. Said coverage shall coincide with Licensee's use dates. If Licensee fails to provide evidence of insurance coverage ten days prior to scheduled event, Licensor may secure the coverage and retain from the gate receipts and/or deposit such amounts necessary to reimburse Licensor for the premium, or may cancel terms of this agreement whereby Licensee forfeits all rights to refund of any monies paid to Licensor.

15. COMPLIANCE WITH LAWS AND REGULATIONS: Licensee will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies, and by all rules and regulations as provided by Licensor, and Licensee will require that its agents or employees likewise so comply. No activities in violation of federal, state or local laws or ordinances shall be permitted on the premises, and it shall be the responsibility of the Licensee to enforce this provision. No loud or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the Licensee on the premises and nothing presented, used or sold that is contrary to law or prohibited by ordinance of the State of North Carolina or Johnston Memorial Hospital. Licensee agrees to abide by and be bound by the decision of the Licensor should any questions arise under this paragraph.

16. LICENSES AND PERMITS: Licensee agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for the use of the Conference Center space as required by federal, state or local laws and ordinances, and Licensee agrees to provide evidence of same to Licensor on call.

17. CATERING: All catering arrangements will be provided by Health's Food Service or the Cyber Cafe. Licensee agrees to notify the Cyber Café and Licensor of all catering needs no later than ten working days (2 weeks) prior to the event. Licensor will provide break services if so requested by Licensee. A separate fee for catering and break services will be charged to the Licensee. If an outside caterer is utilized or if Licensee brings food or beverage into our facilities, there will be a fee of \$100.00 charged for set-up and clean up.

18. **PROGRAMS AND NOVELTIES:** Licensor should submit all souvenirs, novelties, compact discs, tapes and/or similar products in advance for approval.

19. **UNPAID FEES:** Licensor shall have the first lien against ticket receipts and all unpaid rental fees, reimbursable expenses and appropriate taxes due for the event, covered by this agreement. Licensor is empowered to withhold from ticket receipts all such items, **and if such funds are not available at the conclusion of the event, to impound Licensee's property.** Should such unpaid charges remain unpaid ten days after the final invoicing of this agreement, Licensor shall have the power to sell such property at public auction and to apply proceeds from such action to the retirement of those unpaid charges.

20. **PUBLIC SAFETY:** Licensee agrees to at all times conduct its activities with full regard to public safety, and to observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibule, halls, corridors, stairways, and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose except for ingress or egress to and from the premises by the Licensee. Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon without the prior approval of the Licensor. The Licensor shall have the right to refuse any such material substances, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

21. **COPYRIGHTS:** Licensee will assume all costs, liabilities and claims arising from the use of patented, trademarked, franchised, or copyright music, materials, devices, processes or dramatic rights used on or incorporated in the event. Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

22. **NOTICE OF EVENT REQUIREMENTS:** Licensee shall provide Licensor at least fourteen days before the first day of the agreement a full and detailed outline of all event requirements including technical, sound, lighting, stage, lobby and chair/table requirements and all such other information as may be required by Licensor concerning the event covered in this document.

23. **SERVICES RENDERED:** Licensor will provide heating and air conditioning and overhead lighting for ordinary use. All other services or conditions will be at the expense of the Licensee unless otherwise specified.

24. **PARKING:** All parking rights and privileges on the site of the Johnston Medical Mall are under the control of and reserved by the Licensor.

25. **LICENSEE PROPERTY:** Licensor will accept delivery of property addressed to Licensee only as a service to the Licensee, and Licensee will indemnify Licensor for any loss or damage to such property in the receipt, handling, care and custody of such property at any time. Licensee shall further indemnify Licensor from any claims or costs related to claims from a third party for loss or damage to property on the premises of Licensor during the time covered by this agreement.

26. **CONTROL OF FACILITY AND RIGHT OF ENTRY:** In renting space to the Licensee, it is understood that Licensor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. Duly authorized representatives of Licensor may enter the premises at any time and on any occasion without any restriction whatsoever. All facilities including the area which is the subject of this permit, and all parking areas shall at all times be under the control and charge of the Licensor.

27. **EXHIBIT ENTRANCE:** All articles, exhibits, displays shall be brought into or out of the Conference Center only at such entrances (North and South) and during such hours (8:00 a.m. to 11:00 p.m.) as designated by Licensor.

28. **CARE OF THE CONFERENCE CENTER:** Licensee shall not injure, nor mar, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive nor permit to be

driven nails, hooks, tacks, pins or screws into any part of said building or equipment contained therein and will not make or allow any alterations of any kind to said building or equipment contained therein. No double-sided tape, helium balloons or open-flame candles are allowed.

29. **SIGNS AND POSTERS:** Licensee will not post nor allow to be posted any signs, cards or posters except on such display areas as Licensor may provide. The use of such areas is a nonexclusive right. All materials are subject to approval by representatives of Licensor.

30. **POLICING EVENTS:** Licensor reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damage that may be sustained by Licensee by the exercise of Licensor of such right.

31. **SEATING CAPACITY:** Licensee will not permit to be sold or distributed tickets or passes in excess of the facility's capacity as determined by the Licensor. Licensor will have the right to retain a certain number of seats as backup for problem seat locations, technical requirements or other reasons Licensor deems necessary. For those events without ticket sales and with open admission, Licensor will have the right to determine when the maximum number of persons has been admitted in accord with free and safe movement. Licensee will not be permitted to add extra chairs beyond the seating capacity without Licensor's prior approval and in no case will Licensee be permitted to admit more than fire code restrictions allow.

32. **OPENING HOURS:** Licensee agrees to open doors for events in accord with advertised times unless Licensor agrees to the contrary.

33. **EVACUATION:** Should it become necessary in the judgement of the Licensor to evacuate the premises because of fire, bomb threat or for other reasons of public safety, the Licensee will retain possession of the premises for sufficient time to complete presentation of his activity without additional rental; providing such time does not interfere with another building license. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted at the discretion of the management of said facility based upon the situation, and the Licensee hereby waives any claim for damages or compensation against the Licensor.

34. **ANNOUNCEMENTS:** Licensor is entitled to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its attendees to cooperate with the delivery of such announcements for public safety.

35. **TERMINATION OF EVENT:** Licensor retains the right to cause the termination of any performance in the interest of public safety and/or when the contracted time has expired.

36. **ADVERTISING:** Licensee agrees that all advertising of the event will be honest and true and will include accurate information on dates, times and ticket prices, if applicable.

37. **COST OF SUIT:** Should Licensor institute suit or other action against Licensee as a result of Licensee's failure to comply with any term of this agreement, Licensor shall receive all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including a reasonable attorney fee.

38. **NONEXCLUSIVE RIGHT.** Licensor shall retain the right to use and/or license use of such portions of the premises as may not be covered by this agreement. Licensor also retains the right to re-enter any part of the premises covered by this agreement should such part become vacant, and to determine that such unused portion may be offered for other use with receipts therefore to Licensor with appropriate adjustment to Licensee rental rate.

39. **CIVIL RIGHTS:** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, age, religion, or national origin, and further agrees to likewise not discriminate for these same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. ACT OF GOD: If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty, inclement weather, labor strike or other unforeseen occurrence which renders impossible the fulfilling of any term of this license, the Licensee shall have no right to claim for damages against Licensor.

41. THEFT: Licensor is not and shall not be responsible for losses by the Licensee, its agents, employees, ticket holders or patrons occasioned by theft or disappearance of equipment or other personal property.

42. CONTROL OF PREMISES: Licensor does not relinquish right to control the management of the conference center or lobby or other spaces. Representatives of the Licensor may enter any part of the premises **at any time and on any occasion**. At all times, the Licensor or its designated agents shall have the right to control and specify the house lighting level or intensity and the nature of the volume of sound amplification within the facility.

43. POLICE/SECURITY: Licensee agrees to reimburse Licensor the employment of a sufficient number of private security guards if deemed necessary by the Licensor to be necessary for maintaining order, protecting property of the Licensor and enforcing regulations and laws of the State of North Carolina. Contracted officers shall take their direction from the official representation of the Licensor.

44. IDENTIFICATION OF LOCATION: Licensee will identify the facility as "The First Citizens Bank Medical Conference Center" and the location of the premises as Johnston Medical Mall on the campus of Johnston Medical Center - Smithfield, 514 N. Bright Leaf Boulevard, Smithfield, NC **on all printed material and advertising**. No advertising or publicity of any nature may state or imply that the Licensor sponsors or is responsible for Licensee's activities during the period of use. **Copy and proofs of advertising are to be approved by the facility management or representative of the Licensor.**

45. ANIMALS: Licensee shall not bring or permit to be brought any animals or birds, including animal performers and pets, into the facility.

46. DONATIONS AND SOLICITATIONS: No collection for donations, whether for charity or otherwise, shall be made, attempted or announced on the premises **without prior approval of the Licensor. Under no circumstances shall a specific monetary amount be requested.**

47. ALCOHOLIC BEVERAGES: Alcoholic beverages are not allowed in the Johnston Medical Mall.

48. PAYMENT: Licensee agrees to pay Licensor in full for the invoiced amount upon receipt. The deposit of 50% of the rental rate will be credited toward the balance owed to Licensor as long as there has not been any damage to the facilities, as will be determined by Licensor. The refundable \$100 security deposit will be returned to the Licensee as long as there has not been any damage to the facilities, as will be determined by Licensor.

Licensee agrees to be bound by and comply with the foregoing Terms and Conditions of Use.

LICENSEE:

LICENSOR:
Johnston Health

By: _____

By: _____

Date: _____

Date: _____

Receipt of the security deposit in the amount of \$ _____ is hereby acknowledged this _____ day of _____, 200_____,
Johnston Health by: _____

Conference Center Catering & Convention Services

Reservation form to be completed only for events at Johnston Medical Mall. Please return to Lisa McLaurin, Marketing Coordinator, via email at lmclaurin@johnstonmemorial.org, via fax at (919) 934-1678 or mail to PO Box 1376, Smithfield, NC 27577, Attention Lisa McLaurin

Contact Person: _____ Primary Phone: _____

Secondary Phone: _____

Name of Organization: _____

Event Begin Time: _____AM/PM Event End Time: _____AM/PM

Location: (Choose One)

_____ Suite 1404A (seats 40)

_____ Suite 1404B (seats 50)

_____ Suites 1404A & B (seats 80 comfortably)

_____ First Citizens Bank Medical Conference Center Auditorium (seats 120)

_____ Johnston Medical Mall common area (Maximum of 300)

Number of Participants: _____

Table Set Up: (Choose One)

_____ Standard Classroom

_____ Standard Square

_____ Standard U-Shape

_____ Conference Shape

_____ Banquet Style

Catering/food and beverages:

_____ No

_____ Yes

If using outside caterer or bringing your own food/beverages please provide the following information:

Name of caterer: _____

Contact: _____

Caterer address: _____

Caterer telephone: _____

***No red kool-aid is allowed in the Johnston Medical Mall.*

A/V Services

Audio visual professionals are located on premise and can supply a complete range of AV equipment. If you anticipate the use of any subject equipment for your event in the Conference Center, our staff will set up equipment for your program.

It is required that all personal media be scanned for viruses and tested to insure system compatibility with Conference Center equipment. Clients are asked to arrive 30 minutes prior to the scheduled event time.

Equipment Inventory

The First Citizens Bank Medical Conference Center has a wide variety of equipment on hand to support your program. Included are:

- Lecterns with microphones
- Wireless lavalier (lapel) and hand-held microphones
- Overhead projectors
- Video projection
- TV/VCR/DVD
- Laser pointer