Guilford County Facilities Use Guidelines

This Facilities Use Guidelines (the "Guidelines") shall apply to all use requests of facilities and properties owned by Guilford County (the "County"), except those facilities and properties operated by the Guilford County Parks and Recreation Department for park purposes. Separate and specific guidelines apply to requesting use of Guilford County Parks and Recreation facilities and properties.

I. PURPOSE

These Guidelines are designed to govern the use of County-owned facilities by individuals, groups and/or organizations that are not directly associated with Guilford County Government. The designated meeting rooms and grounds which are listed below may be reserved for non-county government, public activities, provided certain conditions are met. However, for security and operational reasons, the remaining County facilities will not generally be made available for public use. County government functions shall in all cases take precedence over all other activities at any county facility.

II. OBJECTIVE

The objective of these Guidelines is to serve as a guide for applicants submitting use requests, as well as, the County's receiving, evaluating, and approving and/or declining use requests of County-owned facilities and/or property. These Guidelines shall apply to use requests, defined as any request for which the use duration is less than 12 consecutive hours per day over a single day up to 7 days. Requests for a lease of County owned space shall not be governed by these Guidelines.

These Guidelines shall not discriminate nor exclude any person, group, or entity on the basis of color, religion, sex, national origin, age, disability, genetic information, sexual orientation or political affiliation.

III. RULES GOVERNING PUBLIC FORUMS

The following rules denote and govern Public Forums on property which is owned by Guilford County.

1. The following places are designated as public forum areas:

    a) The sidewalks and square area (but not grassed areas) of the exterior of the Historic Courthouse building (1 Historic Courthouse Square, hereafter the "Historic Courthouse") on the side facing Market Street.
    b) The walkways and other pedestrian access areas on the exterior of the Courthouse Building, subject to the provisions of N.C. Gen. Stat. §14-225.1.
    (c) The elevated portion of the Plaza

2. A permit is required for gatherings for Public Forums, to reserve these areas solely to prevent simultaneous conflicting uses.

3. The County Manager, or the Manager's designee, may adopt rules for the granting of such permits, subject to the following:

a) Permits must be obtained at least three (3) business days, but not more than six (6) months prior to the proposed use.

b) Permits will be granted in order of application without regard to the purpose of the proposed gathering.

c) Applicants must present photographic identification compliant with United States Public Law 109-13, and valid mail, e-mail, and telephone contact at the time of application.

4. The applicant is responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use and shall agree to hold the County harmless and indemnify the County for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator, or as soon thereafter that the office is open for business.

5. Access to the Old Courthouse (County Administration Building) and to the Courthouse Building may not be blocked or impeded during periods in which business (including governmental business, meetings, court, and related functions) is being conducted, or during business hours. Sound amplification is not permitted during County or State Government business hours, including regular or special called meetings of the Guilford County Board of Commissioners or any County appointed board.

IV. SUBMISSION OF USE REQUESTS

Use requests shall be submitted to the County for review via the online Facilities Use Request application, which may be found on the Guilford County General Services webpage. **All applications shall be submitted no less than ninety (90) days in advance of the date of use.** Only applications submitted using the online application will be evaluated. The County will not review nor evaluate applications submitted via email, hand delivery, traditional mail delivery by USPS and similar courier/delivery services, or fax.

Applications shall be automatically declined for reasons including but not limited to:

- Submission not being at least ninety (90) days in advance of use
- Application being incomplete at the time of submission
- Failure to include documentation of required insurance coverage
- Requested time of use is between 10:00 pm EST – 7:00 am EST

V. EVALUATION CRITERIA

Applications for all County facilities (non-public forums) will be evaluated by the General Services Director or his/her designee and the Security Director or his/her designee. Evaluation may be conducted by additional staff from other departments if deemed necessary by the County, at the County's sole discretion.

Any and all use requests for secured facilities or property (i.e. non-public forums and limited forums), including but not limited to the courthouses or detention centers, may be declined at the County's sole discretion. Additionally, any and all use requests shall be declined if the purpose and/or any activities associated with the request are deemed:

- Disruptive to County operations, impedes the delivery of County services, and/or conflicts with any obligation of the County as outlined in North Carolina General Statutes
- Disruptive, or potentially disruptive, to public order
- A public health concern
- A safety or security risk and/or hazard, or has reasonable potential to become a risk and/or hazard
- Negatively impacts the environment and/or physical improvements of the facility and/or property
- Inclusive of retail sales and/or is revenue generating for any for-profit business, entity, or individual.
- A violation of any code, ordinance, regulation, or law of Guilford County, the State of North Carolina, the federal government, and/or any other applicable jurisdiction with regulatory authority

Determination of any of the above criteria shall be in the County's sole discretion. The County reserves the right to request additional information from the applicant during the evaluation process. Applicants shall provide additional information in a timely manner. Failure to provide additional and/or satisfactory information may result in declining the use request, which shall be determined at the County's sole discretion.

Applicants shall have no option to appeal any declined use request.

VI. APPLICATION REVIEW PROCESS

Once received by General Services, as outlined in Section V, the application will be routed via SimpliGov (or a similar e-signature application/program/software) for initiation of the application review process. The standard application review process shall include review from General Services, Security Department, and Risk Management Department. Guilford County reserves the right, in its sole discretion, to route the application to additional County departments for review if such is deemed prudent. Further, the City of Greensboro may be contacted solely for the purpose of ensuring there are no scheduling conflicts with already scheduled City sponsored events,

if such is applicable to the request. The City of Greensboro shall have no authority to approve or decline any Guilford County Facilities Use Application.

The application review process flowchart is included herein as Attachment B. A General Services designee shall initiate and manage the entire application review process, as well as, serve as the point of contact for communication to the applicant.

VII. ENFORCEMENT OF CONDITIONS OF USE

Applicant shall abide by all the County's Conditions of Use as outlined in the Application. At any time, the County may amend the Conditions of Use, at its sole discretion. The County shall inform all applicants of any changes to the Conditions of Use if an application has been submitted and/or approved but the use has not yet commenced. Applicants shall be required to adhere to any revisions to the Conditions of Use.

The County reserves the right to enforce the Conditions of Use in its sole discretion, including but not limited to:

- Requiring the applicant to contract with off-duty law enforcement officials to patrol for the duration of the approved use and provide documentation to the County of such contract
- Requiring the applicant to have County Security personnel present for the duration of the approved use, at the applicant's sole expense, which shall be paid in full by certified check to the County by 5:00 pm EST three business days prior to the date of use. Failure to pay in full for Security's presence shall mean the application for use is automatically declined.
    - Should the use of facilities not occur, the County shall refund the amount paid for Security personnel if the requestor provides a 24-hour advance written notice of the cancellation. Requestor shall forfeit any and all fees if a 24-hour advance written notice to the County is not provided.

VIII. APPROVAL OF APPLICATIONS

Conditional approval may be granted for use requests, with final approval being contingent on full execution of the County's Use Agreement, included herein as Attachment A. Guilford County reserves the right to edit, revise, and/or update the Use Agreement, in its sole discretion. Requests from applicants to revise and/or amend the County's Use Agreement will not be considered. Neither the County nor the applicant shall unreasonably delay or intentionally withhold the execution of the agreement. If the agreement is not fully executed by 5:00 pm EST three business days prior to the date of use, conditional approval shall automatically be rescinded, and the request shall be deemed declined. The County will refund any payments made by the applicant if the agreement is not fully executed.

The applicant shall be required to submit a new application, in the event that conditional approval is rescinded and the request declined, and/or if the applicant wishes to use County facilities and/or property at another date in the future.

Upon full execution of the Use Agreement, the applicant will receive a copy. Additionally, General Services will notify the Security Department of the approved use with the executed agreement. It shall be the sole responsibility of the Security Department to alert local law enforcement agencies of the upcoming use, as may be appropriate and in keeping with the spirit of collaboration among local jurisdictions.

ATTACHMENT A
SAMPLE USE AGREEMENT

STATE OF NORTH CAROLINA

GUILFORD COUNTY

USE AGREEMENT AT:

_____

_____, NC 27___

THIS USE AGREEMENT ("Agreement") is hereby made, entered into, and effective as of this __ day of _____, 20__, by and between **GUILFORD COUNTY,** hereinafter referred to as (the **"COUNTY")** and **_____,** hereinafter referred to as (the **"USER")** and also collectively referred to as the "Parties."

WHEREAS, the County owns, operates, and controls the property described herein; and

WHEREAS, the User desires to use the County's property for limited use during a defined period of time for the purposes described herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties are as follows:

1. **Property Description**. The property for use shall be specifically defined as _____ (the "Property").

2. **Permitted Use.** Parties agree that the Property shall be used exclusively for the purposes of _____, as further described in the User's approved Guilford County Facilities Use Application which is incorporated as Exhibit A for reference. The User and its staff, invitees, guests, contractors, and representatives shall adhere to all Conditions of Use as contained in the Exhibit A.

   The Property shall be used strictly for purposes contained herein, as is permitted by local, State, and Federal authorities and/or other regulating authorities with jurisdiction in Guilford County, North Carolina.

   Under no circumstances shall this Agreement be construed as granting to the User any right, title or interest of any kind in the Property owned by Guilford County.

3. **Term of Use.** User shall have permission to use the Property for the following period of time:

   Date(s): _____
   Start Time: _____
   End Time: _____

4. **Security Fees.** User shall be responsible for having Guilford County Security Personnel present at the event the following period of time, if required as a condition of approval of the User's application:

   Date(s): _____
   Start Time: _____
   End Time: _____

   Guilford County Security Personnel's services during User's use of the Property shall be at the User's sole expense. Payment for Security Personnel services shall be received in full by certified check to the County no later than 5:00 pm EST, three business days prior to the date of use. Payment to the County shall be delivered to the address noted in Section 5. Failure to pay in full for Security Personnel's services shall mean this Agreement is automatically cancelled.

5. **Notices**. Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Agreement shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may

change such address by written Notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed Notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to COUNTY:

Guilford County
Attn: Director, General Services
220 Seneca Road
Greensboro, NC 27406

Notices to USER:

_____

_____

_____

6. **Cancellation.** User may cancel the Agreement by providing the County no less than a 24-hour advanced written notice to GC_GeneralServices@guilfordcountync.gov. The County shall refund the amount paid for Security Personnel (if applicable, as indicated in Section 4) if the User provides a 24-hour advance written notice of cancellation. User shall forfeit all fees paid to the County if a 24-hour advance written notice of cancellation to the County is not provided.

   The County may cancel this Agreement under conditions of force majeure and/or inclement weather, as determined by the County's sole discretion. Any fees paid to the County under the terms of Section 4 shall be refunded to the User if the County cancels this Agreement.

7. **User's Responsibilities.** The User shall adhere to and enforce upon its staff, invitees, guests, contractors, and representatives all Conditions of Use as outlined in Exhibit A for the duration of the approved use. No alterations to the Property shall be permitted. The User shall leave the Property in as good condition and order as it was made available to the User. The User, at its sole expense, shall be responsible for reimbursing the County for any expenses associated with restoring the Property to its original state, as determined in the County's sole discretion.

8. **County's Responsibilities.** The County shall have no responsibilities to the User relating to the use of the Property under the terms of this Agreement except those expressly stated herein.

9. **Abandoned Property.** Any items, equipment, and/or other personal property left at the Property after the conclusion of use shall be deemed abandoned and shall become property of the County, to be disposed of or utilized at the County's sole discretion. User shall be responsible for reimbursing the County for any disposal costs incurred during the process of cleaning up and disposing of items left at the Property.

10. **Insurance.** The User shall provide a Certificate of Insurance (COI) to the County prior to execution of this Agreement. **User's failure to provide a COI with acceptable coverage, as determined by the County's Risk Manager, shall constitute declination of the User's application and cancellation of this Agreement.**

    User shall procure and maintain liability insurance at a minimum level:

    Workers Compensation: User agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of $1,000,000 for each accident, $1,000,000 for each employee, and with a $1,000,000 aggregate policy limit.

    Commercial General Liability: The User does hereby agree to maintain minimum limits of $1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a $2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

    Business Auto Policy: User does hereby agree to maintain limits of $1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

    GUILFORD COUNTY shall be named as an additional insured on User's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. User will also secure its general liability insurance from an A rated insurance company acceptable to the COUNTY.

    The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."

11. **Indemnification**. User shall indemnify and hold harmless the County, and each of County's officers, agents, employees, and representatives, from and against any claim, demand, liability, or legal proceeding of any kind brought by or on behalf of any third-party (including but not limited to those arising from personal injury, death, or property damage), whether meritorious or not, that arises directly or indirectly from: 1. The use or occupancy of the Property by User or User's guests, invitees, employees, or agents; 2. Any act or omission of User or User's guests, invitees, employees, or agents; and/or 3. The performance or failure to perform any of User's duties under this Agreement. This obligation to indemnify and hold harmless shall survive the expiration or termination of

this Agreement and includes, without limitation, attorney's fees and other costs of defense incurred by County, its officers, agents, employees, and/or representatives.

12. **Loss Replacement.** The County shall have no obligation to repair or replace any supplies, materials, equipment, or any other item(s) owned or used by the User or its staff, invitees, guests, contractors, and/or representatives for activities associated with this Agreement, if such is destroyed, damaged, or stolen.

13. **Assignment and Assumption.** This Agreement cannot be assigned or assumed by either the County or the User.

14. **Independent Contractor.** User shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the County or any of their agents or employees and the User, or any of their agents or employees. User is an independent contractor and not an employee, agent, joint venture or partner of the County. User agrees to make no representations to the contrary.

15. **Disclaimer of Warranties/Assumption of Risk.** User acknowledges that it is entirely responsible for determining the suitability of the Property for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to suitability, assumes all risks related to the Property, and disclaims any duty on the part of County, or County's agents or employees, to inform User of facts relevant to the suitability of the Property. **GUILFORD COUNTY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

16. **Entire Agreement.** This Use Agreement, including the Exhibits, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Use Agreement shall not be modified except by a writing subscribed to by all the Parties.

17. **Jurisdiction.** The Parties agree that this Use Agreement is subject to the jurisdiction and laws of the State of North Carolina. Any controversies arising out of this agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

18. **Exhibits.** User's approved Guilford County Facilities Use Application, is incorporated herein as Exhibit A. If there is any discrepancy between Exhibit A and any other provision of this Agreement, such other provision of this Agreement shall govern.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Use Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

GUILFORD COUNTY

By: _____
Name: _____
Title: _____
Date: _____

USER: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

[Insert Approved Use Application]