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## Purchasing Contract Request Form

**Thank you for your submission.**  
**Please print this page and include it when you submit the contract.**

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**Submitted By** Seth Hollar  
**OUC** 143602  
**Contractor** TriEmbed  
**Begin Date** 06/10/2013  
**Submit Via** E-Mail

**Contract Control #** 20793  
**Phone** 919-302-5966  
**Contract Value** \$0.00  
**End Date** 06/30/2014

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**Mail to** Campus Box 7212 --- **E-Mail to** [purcontracts@ncsu.edu](mailto:purcontracts@ncsu.edu) --- **Fax to** 919-515-3511

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**Contract Agreement Subject Matter:**

Facility Use  
Other:

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**Contract Return to Department via :**

E-mail

**Campus Box** E-Mail [sehollar@ncsu.edu](mailto:sehollar@ncsu.edu) Fax

North Carolina State University  
Standard Facilities Use Agreement

This Use Agreement is made and entered into this 10<sup>th</sup> day of June, 2013, by \_\_\_\_\_ and \_\_\_\_\_ between North Carolina State University ("NC STATE") and TriEmbed (formerly trianglearduino) ("USER"), whose principal place of business is 7145 Meadow Gate Drive, Apex, NC 27502 telephone 919 270 9433, and fax number: \_\_\_\_\_.

Whereas NC STATE owns and operates, or lawfully controls the use of, the property ("PROPERTY") described below, and USER desires to use said PROPERTY, NC STATE agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

PROPERTY: (include building(s) and room number(s) or other applicable description):

classrooms in Eng. Bldgs

Date(s) of use: one day every month during normal building hours until 6/2014

Time(s) of use: evening during normal building hours

Purposes of use: monthly meeting for TriEmbed (formerly trianglearduino) primarily focused on discussions relating to embedded systems and Arduino programming

FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sum of \$ 0 as a fee for the use of PROPERTY. This fee is due on N/A or two business days before the day of the use, whichever is sooner. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.
2. In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or NC STATE in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs.

3. Expenses will be charged as soon as possible after the conclusion of the use and payment will be due on N/A.
4. In order to provide a safe and secure environment for the campus community and visitors, when there is a threat of disruption of the EVENT, for protection of university property when there is a threat of damage, and to maintain public order for large events, security will be provided for the EVENT as necessary based on a security assessment by University Police. If University Police determine that special event security is required for the EVENT, USER shall be responsible for paying all costs for the security personnel and for other security measures including, but not limited to, barricades, metal detectors and parking control measures, as specified by the University Police Chief or designee.
5. The USER will not engage in sales or solicitation of sales of goods or services except as described in "Purposes of use", above. All sales and solicitation will be conducted in accordance with the NC STATE'S "Administrative Regulations on Solicitation and Assemblies, Events and Public Addresses," copies of which are attached and hereby incorporated and made a part of this agreement.
6. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.
7. The USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of NC STATE.
8. The USER agrees to use and occupy the FACILITY in accordance with all NC STATE policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. USER may not use the NC STATE'S names or marks, or imply NC STATE endorsement or support, without express permission from an authorized NC STATE official.
9. The USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
10. Any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the NC STATE to be disposed of or utilized at NC STATE'S sole discretion.

- 11. This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of NC STATE.
- 12. If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, NC STATE and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of NC STATE.
- 13. NC STATE may terminate this agreement at any time in its discretion. If NC STATE terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or University policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by NC STATE shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by NC STATE.
- 14. NC STATE shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges NC STATE for any and all liabilities for any loss, injury, or damages to any such property.

NC STATE shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of NC STATE. USER expressly agrees to indemnify and hold harmless NC STATE, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER.

~~At all times during the use of the PROPERTY, USER is required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of North Carolina, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name NC STATE, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. USER agrees that that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against NC STATE. The USER shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of North Carolina~~ Bv

~~where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the NC STATE.~~ *8/5*

If USER is a department, division, or other unit of NC STATE, paragraph 13 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law.

15. This writing contains the whole and complete agreement between the NC STATE and USER.
16. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
17. The State or NC STATE auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
18. If NC STATE provides the USER with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information, USER hereby certifies that collection of this information from NC STATE is necessary for the performance of USER's duties and responsibilities on behalf of NC STATE under this Contract. USER further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with USER for a period of at least five (5) years from date of violation. If USER experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the USER's responsibilities under the NC Identity Theft Protection Act, USER shall immediately notify NC STATE with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC STATE. USER shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to USER pursuant to the Contract.
19. ~~NC STATE has determined that USER is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC STATE provides the USER with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, USER hereby certifies that collection of this information from NC STATE is necessary for the performance of USER's duties and responsibilities on behalf of NC STATE under this Contract. USER further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the~~ *3/5*

~~interruption, suspension and/or termination of the relationship with USER for a period of at least five (5) years from date of violation. If USER experiences a security breach relating to this information or if USER re-discloses the information, USER shall immediately notify NC STATE. USER shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to USER pursuant to the Contract.~~ BW

20. This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement. USER consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

This agreement is executed by the parties on the first date appearing above. NC STATE

UNIVERSITY

USER

Name: Brian Woods

Name: Peter Soper

Title: Brian Woods  
Assistant Director of Purchasing

Title: Peter Soper  
Coordinator

Date: 6/11/13

Date: June 10, 2013