

**NORTH CAROLINA
DURHAM COUNTY**

**DURHAM COUNTY MEMORIAL STADIUM
REVOCABLE LICENSE AGREEMENT**

This Revocable Agreement made on this **25th** day of **August 2025**, by and between the **DURHAM COUNTY MEMORIAL STADIUM AUTHORITY**, hereinafter referred to as “Stadium Authority, **Durham City of Medicine Academy** hereinafter referred to as “Licensee.”

Whenever used in this Revocable License Agreement, the term “Stadium” shall mean the Stadium Practice Field located at 750 Stadium Drive, Durham, North Carolina.

In consideration of the covenants and agreement herein expressed and subject to all the terms, conditions, and limitations herein contained, the Stadium Authority and Licensee agree as follows

1.Event and Time. The Licensors hereby grants to Licensee, the revocable non-exclusive right, license and privilege use of the Stadium’s Practice Field, solely for the purpose of Reunification of Students as part of their incident recovery process for the 2025 – 2026 School Year (August 25, 2025 – June 30, 2026). If the incident occurs while there are already contracted functions taking place on the field, alternate locations within the practice field space may be used that do not impede with the ongoing event actions.

2. Payment to Stadium Authority.

Rental Compensation from the Licensee has been waived per Stadium Authority action, on August 2, 2022, for the Licensee’s purpose of the Reunification of Students.

3. Rights and Obligations. Licensee agrees to fulfill the conditions and obligations set forth below as such pertains to the Event:

A. **Indemnification.** Licensee, its officers, employees, agents and shareholders shall indemnify and save harmless the Stadium Authority and the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, damages, and expenses arising out of Licensee’s use and occupancy of the Stadium under the provisions of this Agreement. Licensee acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of the Licensee’s agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals. Licensee also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft from, the Stadium resulting from, connected to, or contemporaneous with, the Licensee’s use of the Stadium. This indemnification shall survive the termination of this agreement.

Licensee acknowledges that should it fail to honor any demand made upon it to satisfy the above obligations within thirty (30) days of such demand being made that the Stadium Authority, Durham County, or its subrogee, may pursue the enforcement of same through judicial action and Licensee shall be responsible for the costs of such collection, including a reasonable attorney’s fee.

B. **Insurance.** Unless exempted from this provision by the Stadium Manager in writing, during the term of this Agreement, Licensee shall obtain and maintain the following minimum insurance coverage:

_____ \$1,000,000.00 - Bodily Injury Liability, and
_____ \$ 100,000.00 - Property Damage Liability, or
Initial \$1,000,000.00 - Combined Single Limit Bodily Injury and Property Damage

Such policy or policies shall contain a provision that the coverage may not be canceled or reduced except upon not less than thirty (30) days prior written notice by the insurance company to the Stadium Authority. A certificate of insurance and copy of such policy or policies, issued by an insurance company licensed to do business in the state of North Carolina shall be filed with the Stadium Manager contemporaneous with the Event date. Notwithstanding the foregoing, nothing contained in this subsection 3B shall be deemed to constitute a waiver of the sovereign immunity of the County, which immunity is hereby reserved to the County.

- C. Inspection/Damages. Licensee shall have the right to inspect the Stadium both prior to any Events and after said Events to observe the condition of the Stadium. The Stadium shall be returned to its same condition upon the completion of the Event at Licensee's expense. All Events must have appropriate adult supervision. The Licensee will assume full responsibility for payment of damages to facilities and/or Stadium Authority owned equipment that occurs during the Event.

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- D. Security. Licensee is responsible for any and all security during its Event. Security for the Event shall be provided by off-duty, sworn law enforcement personnel of the Durham County Sheriff's Office, at the Licensee's sole cost. Such contracts shall be governed by General Order 8.06 and shall provide for the presence of adequate security for the duration of the Event. Primary points of contact for obtaining the services of these personnel shall be the Patrol Captain and the Operations Captain of the Durham County Sheriff's Office. Licensee shall consult with the Sheriff's Office prior to the Event to determine the appropriate number of personnel needed to provide adequate security for each Event and coordinate Event security. If Licensee feels that no security personnel are needed for an Event, and the Sheriff's office agrees in writing, then Licensee need not contract for these services. At least 3 business days prior to each Event, Licensee shall provide to the Stadium Manager satisfactory evidence that Licensee has contracted for security or that security is not required. Notwithstanding the foregoing, Licensee shall be at all times responsible for the security of the premises and attendees during the Event.

The entrances and exits of the Stadium shall be locked and unlocked at such times as may be required for Licensee's use. The keys to the premises shall at all times be in the possession and control of the Stadium Manager. The Stadium Manager and other duly authorized representatives of the Stadium Authority shall have the right to enter the Stadium, and all parts thereof, at all times, at no charge.

Exception: The Licensee is to provide a lock that will be connect into the existing practice field lock/chain solely for the access to the practice field for the reunification process. Licensee shall provide the Stadium Manager at least one key to the lock that they are providing at the Stadium Practice Field. It is the responsibility of the Licensee to ensure their lock is secured when they are not using the space.

- E. Traffic Control/Parking. Licensee shall be responsible for the parking of all automobiles at the Event. Licensee shall also be responsible for coordinating traffic control and shall obtain the assistance of the Chief of Police of the City of Durham and/or the Sheriff of Durham County in the moving and handling of traffic before, during and after said Events.
- G. Other Expenses. Stadium Authority shall not be liable to Licensee for any expenses paid or incurred by Licensee unless otherwise agreed in writing.
- H. Modifications to Stadium. Licensee shall not make any temporary or permanent modifications to the Stadium without the prior written permission of the Stadium Manager (subject to subsection K, below). Should Licensee be permitted to make any modifications to the Stadium or parking area, including repairs, they will be done at the Licensee's sole expense and obligation. Licensee shall also be responsible for returning the Stadium to its original state within 48 hours after the Event should any temporary modifications have been approved by the Stadium Manager.

- I. **Rules and Regulations.** Licensee shall ensure that it, its agents, employees, licensees and invitees comply with all rules and regulations posted at the Stadium and/or set forth in this Agreement or otherwise provided to Licensee by the Stadium Manager. It is expressly understood that spectators of the Events are to use only the seats provided in the Stadium and that said spectators will not be permitted on the playing field.
- J. **Offensive Conduct.** Licensee agrees to conduct business in an orderly manner and to permit no offensive or unreasonably boisterous conduct or practices on the part of its agents, employees, or independent contractors while at the Stadium.
- K. **No Markings on Field.** Licensee acknowledges that the Stadium is equipped with a synthetic field surface which requires special care and limited uses. Any markings temporary, permanent or otherwise are prohibited on the synthetic surface turf by Licensee. Any such marking shall be deemed a breach of this contract and Licensee shall be liable for the removal and or replacement of the synthetic surface upon demand by the County.
- L. **Invocation and Conditions.** *Licensee has requested use of stadium practice field solely for Unification of Students as part of their incident recovery process.*

The Licensee is to provide a lock that will be used to connect into the existing practice field lock/chain solely for the access to the practice field for the reunification process. Licensee shall provide the Stadium Manager at least one key to the lock that they are providing at the Stadium Practice Field. It is the responsibility of the Licensee to ensure their lock is secured when they are not using the space.

As part of the incident recovery process the Licensee shall contact the stadium manager via Phone (919-886-0517) or Email (cthomas@dcconc.gov) to make aware of use of the space, as soon as it is safe to do so. Security will not be provided by the Stadium, Durham County General Services or Durham County for use of the Stadium Practice Field. If Licensee deems security necessary, it must be provided by the Licensee at its sole cost, and they must inform Stadium Manager of the hiring of a security provider.

The Licensee will clean up any trash or debris that is left behind from the completion of the unification process.

If there is an activity in progress on the practice field group, may be asked to stage in specific locations during their reunification. Licensee also agrees to conduct its operations in a manner which, as far as practicable, will permit other scheduled uses of the property and lot to proceed.

- 4. **Concessions.** The Stadium Authority reserves the right to provide exclusive sales of food and beverage at the Stadium. Licensee shall not sell, or knowingly allow to be sold, food or beverage in or upon the Stadium grounds, including the parking lot (Food Trucks), at any time during the Event. Such sales may be deemed a breach of contract subject to section 7.
- 5. **Compliance with Laws.** Licensee represents that it is in compliance with all Federal, State, and local laws, regulations policies, ordinances or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws.
- 6. **Delay and/or Cancellation of Event.**
 - A. **By the Stadium Manager for convenience.** The Stadium Manager reserves the right to delay and/or cancel any Event at the Stadium in the case of some unforeseen event resulting in the unavailability of the Stadium that day, including but not limited to health or safety concerns and inclement weather, or if there is a conflicting priority event as outlined in the Stadium Authority's Cancellation Policy. The

Stadium Authority will not exercise its right to cancel an agreement in an unreasonable manner and will provide as much notice to Licensee as possible. The Stadium Manager shall provide the Licensee written notice of such delay or cancellation and may provide the Licensee with alternative dates for the Event, if available, upon request of the Licensee. Cancellation of an Event at the Stadium under this paragraph shall result in the immediate termination of this Agreement. Base Rental Fees, not including the non-refundable deposit, made to the Stadium Authority for the Event, shall be promptly reimbursed to the Licensee.

- B. By the Licensee. In the event the Licensee cancels their Event less than 30 days prior to the Event date, the Licensee shall forfeit its non-refundable deposit only. If Licensee cancels the Event 5 days or less prior to the Event, Licensee forfeits its entire Base Rental amount paid pursuant to section 2A.
- C. Cancellation of an Event under this section 6, shall not form the basis of any claim for loss of anticipated profits by either party.
7. **Default.** The failure of Licensee to fulfill any condition of this contract or to permit unlawful activities to take place at the Stadium shall constitute a default and render this contract null and void except for the right of the Stadium Authority to collect from Licensee any and all payments due under this contract and any other damages incurred by the County or the Stadium Authority due to the default or otherwise.
8. **Notices.** All notices and payment which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY C/O Stadium Manager 310 South Dillard Street Durham, North Carolina 27701	LICENSEE Durham City of Medicine Academy Attn: Roger Ganim 200 Wisteria Ave Durham, NC 27704
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9. **Governing Law.** Unless otherwise specified, this Agreement shall be governed by the laws of the State of North Carolina. All litigation arising out of this agreement shall be commenced in the appropriate division of the General Court of Justice in Durham, North Carolina.
10. **Non-Discrimination.** Licensee shall not discriminate against any agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified or unknown individuals because of age, sex, race, creed, national origin, or disability. Licensee shall take action to ensure that all agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals are treated fairly and legally at the Event without regard to their age, sex, race, creed, national origin, or disability. In the event Licensee is deemed to be in violation of this section 10, this Contract may be canceled, terminated or suspended in whole or in part by the Stadium Authority, and Licensee may be declared ineligible for future rental agreements.
11. **Successors and Assigns.** Licensee shall not assign its interest in this contract. Licensee has no authority to enter into contracts on behalf of Stadium Authority.
12. **Existence.** If Licensee is a corporation or LLC, such company is duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in

the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this agreement.

13. Corporate Authority. By execution hereof, the person signing for Licensee below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Licensee.

14. E-verify. As a condition of rental under this agreement, **LICENSEE** or his assignee, shall comply with the requirements of Article 2 of Chapter 64 of the **North Carolina** General Statutes. **LICENSEE** shall verify, by affidavit, compliance of the terms of this section upon request by the **STADIUM AUTHORITY**.

IN TESTIMONY WHEREOF, the Stadium Authority has caused these presents to be signed in its name by its Stadium Manager, and Licensee, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above. By execution hereof, the person signing for Licensee below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this contract on behalf of the Licensee.

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

By _____
Durham County Manager

LICENSEE

Authorized Representative

Print Name

Title / Position