

**NORTH CAROLINA  
GUILFORD COUNTY**

**FACILITY USE AGREEMENT BETWEEN  
GUILFORD COUNTY BOARD OF EDUCATION  
AND THE CITY OF GREENSBORO**

THIS AGREEMENT (hereinafter “the Agreement”) is made and entered into as of \_\_\_\_\_, 2019, by and between the Guilford County Board of Education (hereinafter “the Board”) and the City of Greensboro, acting by and through the City of Greensboro Parks and Recreation Department (hereinafter “the City”);

**WITNESSETH:**

THAT WHEREAS, the Board is the owner of a tract of land located at 3701 Parkwood Drive, Greensboro, North Carolina 27403; and

WHEREAS, the City has an active parks and recreation program for the use and enjoyment of the citizens of the City, which program includes the City of Greensboro Botanical Gardens; and

WHEREAS, the City desires to use the paved parking lot and additional area located at the rear of the 3701 Parkwood Drive property for use as overflow parking for the City of Greensboro Botanical Gardens, which paved parking lot and additional area are not currently being used by the Board;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree as follows:

1. **Property covered by the Agreement:** The property covered by this Agreement (hereinafter “the Property”) is the rear portion of the former site of Craven Elementary School, located at 3701 Parkwood Drive, Greensboro, North Carolina 27403. The boundaries of the Property are show on Exhibit A, which is attached hereto.
2. **Use of the Property:** The City shall have free and open access to the Property for the purpose of modifying the paved parking lot as shown in Exhibit A, and thereafter for the purpose of overflow parking for the personal vehicles of visitors to the City of Greensboro Botanical Gardens. In the event that the Board desires to use the Property, the Board shall attempt to notify the City’s designated representative in advance. Board use of the Property shall take precedence over all other uses, including specifically use by the City pursuant to this Agreement.
3. **Safety:** The City shall at its sole cost and expense provide any necessary personnel or equipment to ensure the safety of persons who use the Property and shall not in any way increase the risk to or jeopardize the safety of persons who use the property.

4. **Trash Removal:** The City shall be responsible for the removal of all trash that accumulates on the Property.
5. **Duty to Maintain Property:** The City agrees to maintain the Property in good repair and safe condition at its own expense.
6. **Capital Improvements to the Property:** The City shall submit any and all capital improvement plans to the Board for approval before the City undertakes to effect any capital improvements to the Property. No modification shall be made to the Property without prior, written approval of the Board or its designated representative. All requested capital improvements shall be the sole financial responsibility of the City. It shall be the City's responsibility to ensure that all capital improvements are in compliance with all applicable federal, state, and local laws, ordinances, and regulations. Upon termination of this Agreement, the City shall, if the Board so requests. Remove at its sole expense any capital improvements it has made to the Property.
7. **Insurance:** The City currently has a self-funded liability plan to cover bodily injury and property damage with respect to the Property. The City shall either continue its self-funded liability plan to cover bodily injury and property damage with respect to the Property or purchase public liability insurance in the amount of at least \$1,000,000 so long as this Agreement remains in effect, without expense to the Board. If the City decides to purchase public liability insurance, it shall provide a copy of the policy or policies of such insurance or certificates thereof to the Guilford County School Chief Operations Officer. Such public liability insurance shall list the Board as certificate holder and additional insured.
8. **Indemnification:** The City shall indemnify the Board and save it harmless from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees) in connection with any loss of life, personal injury, and/or damage to property arising from or out of the occupancy or use by the City of the Property.
9. **Drugs, Alcohol, Tobacco, and Firearms:** The City agrees not to allow the use or possession of tobacco, alcohol, firearms, or illegal drugs on the Property.
10. **Term:** This Agreement will become effective when it is approved and signed by both parties. It shall remain in full force and effect for a period not to exceed five (5) years or until terminated as provided in this Agreement. This Agreement may be extended by mutual written consent for additional agreed periods of time.
11. **Termination:** Either party may terminate this Agreement by providing thirty (30) days written notice of termination to the other party.
12. **Miscellaneous:**

- a. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated, void or voidable.
  - b. **Entire Agreement:** This Agreement and the documents and instruments referred to herein, and any appendices and exhibits hereto which are incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing and signed by both the Board and the City.
  - c. **No Waiver:** The waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.
  - d. **Applicable Law:** This Agreement shall be governed by the laws of the State of North Carolina.
  - e. **Headings:** Section and paragraph titles and headings herein contained are inserted only for convenience and are not intended to be construed as part of this Agreement or as a limitation on the scope of the particular portions of this Agreement to which they refer.
  - f. **Counterparts:** This Agreement may be executed in multiple counterparts, the combination of which shall constitute a single agreement.
13. **Notices.** All notices required by or provided for this Agreement shall be sufficiently given if mailed by registered or certified mail, postage prepaid, addressed as follows:
- a. If intended for the Board:  
  
Guilford County Board of Education  
Attention: Chief Operations Officer  
PO Box 880  
Greensboro, NC 27402
  - b. If intended for the City:  
  
City of Greensboro  
Attention: Legal Department  
PO Box 3136  
Greensboro, NC 27402-3136  
  
City of Greensboro Parks and Recreation Department  
Attention: Director  
1001 Fourth Street  
Greensboro, NC 27405

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all as of the date first written above.

Guilford County Board of Education  
712 North Eugene Street  
Greensboro, NC 27401

---

Board Chairman

---

Date

City of Greensboro, acting by and  
Through the Greensboro Parks &  
Recreation Department  
1001 Fourth Street  
Greensboro, NC 27405

---

Authorized Signature

---

Title

---

Date