



CONTRACT FOR SPECIAL USE OF TAC MEETING FACILITIES AT WHICH A SEVENTH TRADITION BASKET WILL NOT BE PASSED

I. This License Agreement ("AGREEMENT") is executed between the Triangle Alano Club, Inc. ("TAC") and the _____ ("LICENSEE"). The TAC manages, operates and maintains the Meeting Facilities ("MEETING FACILITIES") and the Members' Lounge ("LOUNGE") of the Triangle Alano Club ("CLUB") located at 177 High House Road, Cary, North Carolina. Licensee desires to use the Meeting Facilities for the purposes and upon the terms hereinafter provided.

II. Licensee may not assign this Agreement or any interest therein or permit the use of the Meeting Facilities or any part thereof without the prior written consent of TAC. Any attempted assignment without the written consent of TAC shall be null and void.

TAC's Bylaws and Rules are hereby incorporated into this Agreement by reference and TAC reserves the right to change such Bylaws and Rules in writing from time to time and will provide Licensee with such changed Bylaws and Rules which shall be binding upon Licensee. NOW, THEREFORE, TAC hereby permits Licensee and Licensee agrees to the use of the Meeting Facilities as hereinafter described for the term, at the fees and upon the terms, covenants and conditions set forth.

USE OF MEETING FACILITIES:

(A) The Meeting Facilities shall be used by the Licensee for the special meeting, as described in ADDENDUM #1.

(B) Licensee shall not use the Meeting Facilities or permit the Meeting Facilities to be used:

- (i) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- (ii) In any manner which would vitiate the insurance or increase the rate of insurance of TAC;
- (iii) In any manner which causes injury to the Club; or
- (iv) In violation of TAC's Bylaws and Rules, as they may exist from time to time.

(C) TAC grants to Licensee permission to use the Meeting Facilities on the days and times and for the purposes indicated in ADDENDUM #1. TAC shall furnish the Meeting Facilities with tables and chairs and provide normal heat and air conditioning, overhead lighting, restroom facilities, coffee and coffee supplies, conference-approved pamphlets and local meeting schedules of Alcoholics Anonymous and Al-Anon/Alateen.

(D) TAC shall provide usual means of ingress to and egress from the Meeting Facilities for Licensee during, as well as a reasonable time before and after, the meeting(s) specified in ADDENDUM #1. Licensee shall be responsible for ensuring that the Meeting Facilities are appropriately cleaned and restored to the condition in which they were found and the Club is secured after each use of the Meeting Facilities. Licensee shall be responsible for any damages occurring to the Club as a result of its use by Licensee. The Club shall at all times be subject to TAC's right of control and designated representatives of TAC may enter any and all Club facilities at any time and on any occasion without restriction whatsoever. In accordance with TAC's Bylaws and Rules, Club members and their guests shall have the right of reasonable ingress to and egress from the Lounge during the Licensee's use of the Meeting Facilities. Except in case of emergency or impossibility, TAC shall give Licensee thirty (30) days' notice of any anticipated unavailability of the Meeting Facilities for any days and times indicated in ADDENDUM #1.

LIAISONS:

(E) The liaison of TAC to the Licensee shall be the current Vice Chairperson of the Operating Committee, whose name, address and telephone number shall be provided from time to time to Licensee's liaison. Licensee shall designate at all times a current member who shall serve as liaison to TAC and whose name, address and telephone number shall be provided from time to time to TAC's liaison and Secretary.

SECURITY DEPOSIT:

(F) At the time of execution of this Agreement, Licensee shall provide a security deposit ("DEPOSIT") in the amount of \$_____ in the form of a check, cashier's check or money order made payable to TAC. In the event that Licensee satisfactorily fulfills its obligations under this Agreement, said Deposit shall be promptly refunded to Licensee without interest at the address specified in Paragraph (J).

In the event that Licensee defaults in the performance of any of the terms and conditions of this Agreement, then Licensee agrees that TAC may retain all or part of the Deposit in its discretion as liquidated damages and not as penalty; however, nothing herein shall be construed as a limitation of damages for such default.

PAYMENT OF FEES:

(G) In consideration for the use and occupancy of the Meeting Facilities on the days and times indicated in ADDENDUM #1, Licensee agrees to pay TAC by check, cashier's check or money order in addition to any deposit provided the amount of \$_____ (\$25/hr) , which shall be mailed to TAC's mailing address below or hand-delivered to TAC's Treasurer so as to be received by at least ten (10) days preceding any such special meeting(s). If the payment of any such fee is not actually so received by TAC, the Licensee shall be in default under this Agreement. The Triangle Alano Club will waive facilities fees for Annual TAC members in good standing and their direct family members for memorial services and wedding events. Fees will also be waived for monthly TAC members who have paid 10 or more consecutive months and in good standing.

NOTICE OF DEFAULT:

(H) If Licensee defaults in the performance of any of the terms and conditions of this Agreement, or any other agreement between the Licensee and TAC, including payment of fees in strict accordance with this Agreement, then TAC shall promptly notify the Licensee thereof by mailing and posting within the Club a Notice of Default. If the default is not cured by the fifth (5th) day following any such Notice of Default, the Licensee's rights and privileges under this Agreement and any other agreement between Licensee and TAC shall terminate immediately. Licensee shall be responsible for all damages caused by such default.

MODIFICATION AND TERMINATION:

(J) Any modification or amendment of this Agreement, including any addendum thereto, shall be in writing and shall not be in full force and effect unless executed in writing by all parties hereto or their successors. This Agreement may be terminated at will by either party by providing thirty (30) days' written Notice of Termination to the other party by mail. Mailed notice shall be deemed given for all purposes under this Agreement when deposited in the United States Mail, first class postage prepaid, addressed as follows:

To TAC: Triangle Alano Club, Inc.
Post Office Box 3353
Cary, NC 27519

To Licensee: To the address of the undersigned liaison of the Licensee or such successor as provided pursuant to Paragraph (E) above. This Agreement shall become effective on execution.

Signed and executed this _____ day of _____, 20_____.

Triangle Alano Club, Inc. Licensee: _____
Licensee Printed Name

Address: _____

Telephone: _____

By: _____
Licensee Signature

By: _____
TAC Vice Chairperson of the Operating Committee

ADDENDUM #1

TO CONTRACT FOR SPECIAL USE OF MEETING FACILITIES BETWEEN TRIANGLE ALANO CLUB, INC., AND _____

Licensee Printed Name

DATE & TIME PERIOD EVENT DESCRIPTION

Start Date (DD/MM/YYYY) and Time (XX am/pm)

Date: _____ Time: _____

End Date (DD/MM/YYYY) and Time (XX m/pm)

Date: _____ Time: _____

Event Description and expected number of attendees: _____

In addition to or in lieu of the terms and conditions specified in the attached Contract for Special Use of Meeting Facilities, the parties hereto agree to the following terms, covenants and conditions (mark "N/A" if not applicable):

Signed and executed this _____ day of _____, 20_____.

Triangle Alano Club, Inc. Licensee: _____
Licensee Printed Name

By: _____
Licensee Signature

By: _____
TAC Vice Chairperson of the Operating Committee Licensee's Liaison