

## ATTACHMENT 1 - GENERAL TERMS AND CONDITIONS

ASU and Agency agree as follows:

I - Harassment Policy - It the Agency's responsibility to educate its staff and enforce ASU's prohibition of harassment - unwelcome or unsolicited speech or conduct - of all persons on campus regardless of their race, religion, color, sex, national origin, sexual orientation, or disability. Furthermore, Agency or Agency's designee must report violations of the harassment policy to the Director of Conferences and Institutes within 24 hours of alleged known incidents.

II - Hazing - Any form of Hazing is strictly prohibited and is considered a Class 2 misdemeanor. The term "hazing" shall mean to subject another student to physical injury as part of an initiation, or as a prerequisite to membership, into any organized school group, including any society, athletic team, fraternity or sorority, or other similar group. Such conduct shall include, but is not limited to: whipping, beating, branding, forced calisthenics, certain apparel, exposure to the weather, forced consumption of food, liquor, beverage, drug, or other substance, or other brutal treatment or forced physical activity which is likely to adversely affect the physical health and safety of any student or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation, if such conduct causes physical injury.

III - Alcohol Policy - ASU supports and complies with all State and federal laws that pertain to the use of alcohol. Under University policy, available at <http://www.resourcemanual.appstate.edu/administrative/pol25.htm> it is misconduct for any person under the age of 21 to possess or consume alcoholic beverages, or for any person to provide alcohol to an intoxicated person or for any purpose to anyone under the legal drinking age. Failure by Agency or its agents, employees, patrons, or contractors to abide by this policy may result in termination of this Agreement.

IV - Indemnification – Agency shall indemnify and save harmless ASU and its trustees, agents, employees, from all liability, loss, costs, damages, claims, or causes of action of any kind or nature whatsoever, and expenses, including attorneys' fees, arising or claimed to have arisen out of any injuries or damages received or sustained by any person, persons, or property, as a result of intentional acts of negligence of Agency or its agents, employees, patrons, or contractors, or as a result of negligence on the part of ASU trustees, agents or employees, in the execution of this agreement.

V - Insurance - Agency shall maintain at it's own expense: (a) Commercial General Liability Insurance in an amount not less than \$500, 000 per occurrence for bodily injury or property damage; (b) Professional Liability Insurance in an amount not less than \$500,000 per occurrence; (c) Workers' Compensation Insurance in an amount not less than that prescribed by statutory limits; (d) Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles, in an amount not less than \$500,000 per occurrence as applicable; and (e) an Umbrella Policy in an amount not less than one million (\$1,000,000) to apply over and above Agency's Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability insurance coverage.

VI - Force Majeure - Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

VII - Entirety - This Agreement represents the VII entire understanding between ASU and Agency with regard to the subject matter contained herein.

VIII - Choice of Law - This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with North Carolina law.