

Farmhouse Community Center Policies & Fees – DRAFT

Facility Description:

Historic 1930s Craftsman house with two historic fireplaces, historic photos, and historical information.

Heated and air-conditioned year-round indoor community space plus outdoor areas, including 400 square foot deck plus patio, surrounding grassy areas, and sidewalk connections. Handicap-accessible entrance. Two handicap-accessible bathrooms. Nearby walking areas, trails, playgrounds, and dog park. Toilet paper, trash bags, and paper towels provided.

Prep kitchen with sink, fridge, ice maker, microwave, warming oven, and counter space.

Free public Wi-Fi with the password provided and flat screen TV that can be connected for presentations or event-friendly slide shows.

Furnishings include 3-4 6 ft. rectangular tables, 3-4 round tables, 50 folding chairs available in on-site storage space. Additional chairs and tables may be available from Town Hall for an additional rental fee; must be picked up and returned to Town Hall by renter.

Onsite parking includes two parking spaces plus two handicap-accessible spaces on site, plus access to main Town Park lot located .12 miles (635 feet) east of facility. Unauthorized parking on the road or grass will result in loss of all or a portion of damage deposit. Violators may be towed at the vehicle owner's expense. Additional parking may be available on request.

Rental hours: 8 am – 10pm Monday - Friday except on holidays when Oak Ridge Town Hall is closed
10am – 10pm Saturday and Sunday except on major holidays

Capacity: 50 people inside Farmhouse, plus outdoor capacity

Facility Policies:

Rental application: All users must complete a rental application via MyRec.com, located on the Town's website (oakridgenc.com). All bookings require Town staff approval and are confirmed only after receipt of full rental fee and refundable security deposit.

Keys: The Farmhouse Community Center uses Smart Lock technology for keyless entry. Users will receive information regarding options on how to enter and lock the house prior to their reservation.

Decorations: Free standing decorations are permitted. Only paint-friendly blue painter's tape can be used on walls and ceilings. Special permission required for any type of gallery use or any other materials attached to walls or ceilings. Nails, glue, staples, screws, pinatas, silly string, push pins, glitter, bird seed, and duct tape are prohibited in decorating the facility. If it leaves a permanent mark on the facility in any way, it is prohibited. Mylar streamers and glow sticks are permitted. Any damage to surfaces will result in the loss of the security deposit.

Parking: Onsite parking includes two parking spaces plus two handicap-accessible spaces on site, plus access to main Town Park lot located .12 miles (635 feet) east of facility. Additional parking for large events may be available on nearby grassy areas with a week's advance permission from the Parks Superintendent. Otherwise, no parking on the grass or on the side of the road. Unauthorized parking will result in loss of all or a portion of the security deposit. Violators may be towed at the vehicle owner's expense.

Catering: The renter is responsible for making arrangements with a caterer for receptions and meals at the Farmhouse Community Center. The Town of Oak Ridge does not have a list of recommended caterers but any caterer with a current permit to prepare and sell food in North Carolina (DENR 1341) from the Division of Environmental Health is welcome to cater an event. If alcohol is to be served, a current ABC off-premises license and liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) is required. Copies of these documents must be uploaded to MyRec.com one week before the event.

Cleaning: For return of full security deposit, the Farmhouse must be left with clean surfaces in kitchen and bathrooms, and broom-clean floors throughout; all tables and chairs must be placed in on-site closet in an orderly fashion. All trash must be placed in outdoor trash receptacles.

Security deposit: All reservations require a \$100 refundable security deposit. For return of full security deposit, the Farmhouse must be left with clean surfaces in kitchen and bathrooms, and broom-clean floors throughout; all tables and chairs must be placed in on-site closet in an orderly fashion. Renters may also lose their security deposit if cars from their party park on grassy areas at the Park without prior authorization.

Alcoholic Beverages:

- a) If alcohol (liquor, beer, or wine) is served, a caterer or licensed bartender must provide the Town of Oak Ridge with a copy of its current ABC Off-Premises license and liability insurance coverage. All alcoholic beverages must be controlled by the caterer or licensed bartender.
- b) Anyone serving or being served alcoholic beverages at the Farmhouse is required by law to be 21 years of age or older.
- c) Renters shall indemnify the Town against liability, claim, or cost arising from the serving of alcoholic beverages.

No Open Flames: Candles (excluding small birthday candles) open flames, sparklers, Chinese lanterns, and fog machines are prohibited in buildings. Open fires and fireworks are prohibited on park grounds, except as specifically authorized by the Parks Superintendent.

Event Signage: Use of event signage must be approved in advance by Town staff for compliance with town ordinances. In general, one 16-square-foot roadside sign is allowed. Additional information or directional signs may also be appropriate, depending on the needs of the event.

Vendors: In compliance with established procedures for all events held in Oak Ridge's parks, any outside vendors and equipment, including food trucks, bounce houses, or other vehicles, which renters wish to bring to the Farmhouse site for an event must be approved in advance by the Parks Superintendent or the Parks & Recreation Advisory Board. Placement of vendors and other equipment must also be approved by the Parks Superintendent. Renters are asked to provide information on requested vendors

and equipment and desired placement at least two weeks in advance of the proposed event, or as directed by Town staff. If events are opened to the public, advance permission must be obtained by the Parks & Recreation Advisory Board which meets monthly on the third Thursday at 6:30 p.m.

Liability: The renter will be responsible for all injury, damage repair, or theft of any kind to persons and/or property caused by anyone entering the premises as a result of their scheduled event. The renter will reimburse the Town of Oak Ridge for costs of damage and/or repair and all expenses incurred as a result of the renter's use.

Cancellation Policy: This Agreement may be canceled at any time without penalty to the Town of Oak Ridge if in the sole discretion of staff that any portion of the facilities necessary for the intended use has become unsafe or unsuitable for such use and/or if acts of God, war, terrorism, weather and/or any related event prohibit such use of the facilities. In such case, the proposed event may be rescheduled for a date mutually acceptable to the Town of Oak Ridge and the renter. If rescheduling is not feasible, the Town of Oak Ridge will refund payments made by the renter.

Other Facility Policies & Restrictions:

Child Safety: Young children are to be supervised by responsible adults at all times and kept away from roadside areas. Games and other activities should take place on the Lisa Road side of the Farmhouse, no playing near the parking areas off of Linville Road. Per park rules, convicted sex offenders are prohibited from being on park premises and may not enter the Farmhouse Community Center.

Tobacco: In accordance with Oak Ridge Town Park rules, both the Farmhouse and the entire park are tobacco-free. No smoking or vaping allowed.

Controlled Substances: Illegal use of controlled substances is prohibited while in the Farmhouse or on park premises.

Noise: All music and other noise must be kept to acceptable levels and in accordance with the Town's Noise Ordinance.

Pets: Pets are not allowed inside the Farmhouse at any time. Outside, unless in the Bark Park, pets must be leashed and under control at all times. Certified service animals are allowed.

Lost & Found: The Town of Oak Ridge, its staff, and its Parks & Recreation Advisory Board are not responsible for lost or stolen items. Park visitors are encouraged to lock their vehicles. For lost items, please call the Town of Oak Ridge during regular business hours (8:30am – 4:30pm) at (336) 644-7009.

Bicycles, Roller Skates, and Skateboards: Bicycles, roller skates, and skateboards are not allowed inside the Farmhouse, although they may be used on the sidewalks. In all cases, pedestrians have the right of way. Aggressive cycling, skating, or skateboarding on park premises are prohibited.

Trespassing: Entering the Farmhouse without a reservation is prohibited.

Park Rules: All park rules and applicable town, county, state, and federal laws must be abided by at all times. Violations of these provisions will result in the loss of the ability of the future use of the Farmhouse as well as other Town facilities at the discretion of the Oak Ridge Parks & Recreation department. Park security is enforced by the Guilford County Sheriff's Office.

Medical Concerns / Emergencies: Farmhouse patrons with existing medical concerns are encouraged to consult their personal physician before using park facilities. **FOR EMERGENCIES, CALL 911.**

Farmhouse Uses & Fees:

The Farmhouse is available for a wide variety of public and private events, upon approval by the Town staff or its Parks and Recreation Advisory Board. The following lists include possible types of uses, but are not exhaustive.

Private events may include the following:

- Meetings, outreach events, etc.
- Parties – kids, adults, etc. – birthdays, graduations, anniversaries
- Family reunions
- Weddings and receptions
- Bridal and baby showers
- Corporate events for training, networking, etc.
- Political meetings or fundraisers
- Community groups and classes
- Short-term camps for kids
- Exercise classes
- Small gatherings for coffee, crafts, or games

Public Events – must be manned at all times and overseen by person signing rental agreement

- Small-scale farmers, artists/makers, craft markets – especially appealing to have an indoor space
- Pop-up restaurant or catering events
- Gallery and musical events
- Pop-up shops and other short-term business uses
- Exercise classes
- Events for senior citizens

Fees:

Non-Residents

\$40/hour with 2-hour minimum rental, or \$400/day for non-residents and non-resident businesses, plus security deposit

Residents & Non-Profits

\$20/hour with 2-hour minimum rental, or \$300/day for residents and nonprofits, plus security deposit. Senior citizens (60 and older) who are residents of Oak Ridge may rent the Farmhouse at no cost for two hours on Monday – Wednesday from 8 a.m. – 2 p.m., based on availability; additional hours may be booked at the resident fee level.

Notes:


- Individuals must be 18 years of age to rent the Farmhouse.
- Rates are subject to change based upon Farmhouse Community Center rental usage data.

Updated December 13, 2024

- *There is a five-hour maximum cap for residents if a full day is not rented.*
- *Nonprofit organizations, community organizations, and town committees may apply to the Parks Recreation Advisory Board for reduced fees; such applications should typically be made at least six weeks in advance, or as directed by Town staff.*
- *Multi-day rentals must be negotiated and booked in advance through MyRec.com, located on the Town's website (oakridgenc.com). Higher security deposits may apply.*
- *As noted above, all event signage must be approved in advance by Town staff for compliance with town ordinances. In addition, any outside vendors and equipment, including food trucks, bounce houses, or other vehicles, which renters wish to bring to the Farmhouse site for an event must be approved in advance by the Parks Superintendent or the Parks & Recreation Advisory Board; placement of such items must be approved by the Parks Superintendent. Renters are asked to provide information on requested vendors and equipment and desired placement at least two weeks (six weeks for public events) in advance of the proposed event, or as directed by Town staff.*

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Oak Ridge Parks & Recreation - Facility Rental Fee Schedule

	<i>Oak Ridge Resident</i>	<i>Non-resident</i>	<i>Non-profit</i>	<i>Refundable Deposit*</i>
Athletic Field (2 hr. minimum)	\$12.50 / hour <i>add \$15 / hr. for lights</i>	\$15 / hour <i>add \$15 / hr. for lights</i>	\$10 / hour <i>add \$15 / hr. for lights</i>	--
Athletic Field (Tournaments)	\$150 / field / day <i>add \$15 / hr. for lights</i>	\$150 / field / day <i>Add \$15 / hr. for lights</i>	\$150 / field / day <i>Add \$15 / hr. for lights</i>	\$100
225' Temporary Outfield Fence for tournament use only on Fields 3 & 4	\$50 / day <i>free if total field rental exceeds \$275 / day or \$550 / weekend</i>	\$50 / day <i>free if total field rental exceeds \$275 / day or \$550 / weekend</i>	\$50 / day <i>free if total field rental exceeds \$275 / day or \$550 / weekend</i>	--
Pitching Mounds	\$25 / mound / day <i>50% off for tournaments</i>	\$25 / mound / day <i>50% off for tournaments</i>	\$25 / day / mound <i>50% off for tournaments</i>	--
Infield Preps (Optional)	\$30 / game prep \$20 / practice prep	\$30 / game prep \$20 / practice prep	\$30 / game prep \$20 / practice prep	--
Concession Stand (Limited availability)	\$10 / hour	\$12.50 / hour	\$8 / hour	\$100
Picnic Shelter	\$40.00 / 4 hours \$60.00 / full day	\$50.00 / 4 hours \$75.00 / full day	\$32.00 / 4 hours \$48.00 / full day	--
Amphitheater	\$150 / 3 hour minimum \$50 per additional hr. \$500 / full day (12 hrs.)	\$225 / 3 hour minimum \$75 per additional hr. \$750 / full day (12 hrs.)	\$112.50 / 3 hour minimum \$37.50 per additional hr. \$375 / full day (12 hrs.)	\$75
10' x 10' canopy (Per rental)	\$15 / canopy	\$15 / canopy	\$15 / canopy	\$100
Horseshoes (Per set)	No Charge	No Charge	No Charge	\$50 / set
Farmhouse Community Center	\$20 / hour 2-hr. minimum \$300 / day	\$40 / hour 2-hr. minimum \$400 / day	\$20 / hour 2-hr. minimum \$300 / day	\$100
Farmhouse Community Center (O.R. Senior Citizens)	\$0 / first 2 hours \$20 / additional hour M-W, 8am-2pm Only	N/A	N/A	\$100/ over 2 hours
Staff cost / person (Mandatory for non- operating hours)	\$20 / hour	\$20 / hour	\$20 / hour	--

NOTE: The cost of facility clean-up or damage repair due to renter neglect is subject to being charged at the staff rate listed above. Repeated occurrences will subject renter to payment of refundable* clean-up fees prior to rental period. Also, the Town of Oak Ridge charges a \$35 processing fee under NC General Statute § 25-3-506 to the maker of any dishonored rental payment check.

*Subject to staff approval

AN AGREEMENT WITH THE OAK RIDGE YOUTH ASSOCIATION FOR USE OF CERTAIN FACILITIES OWNED BY THE TOWN OF OAK RIDGE.

2025

PREAMBLE

The Town of Oak Ridge and the Oak Ridge Youth Association are committed to providing superior facilities and programming for youth athletics in our community and are excited to continue their longstanding partnership. Through the dedication of numerous ORYA volunteers and community supporters, ORYA continues to offer a variety of high-quality sports programs to local youth at the Oak Ridge Town Park and Heritage Farm Parle. The Town of Oak Ridge recognizes the hard work and dedication of the many volunteers and sponsors who provide this valuable service for the residents of Oak Ridge.

RECITALS

Since the opening of the Town Park, the Town of Oak Ridge and ORYA have had a partnership with the Town providing field usage and other services without charge to ORYA. In return, ORYA provides first rate youth sports offerings to the residents of Oak Ridge and its neighboring communities. Going forward, the Town of Oak Ridge and ORYA wish to continue to formalize and expand this partnership and to acknowledge the Town's ongoing commitment to ORYA.

Therefore, as part of its overall commitment to parks and recreation, the Town of Oak Ridge will continue to support ORYA programming with priority access to, and expanded subsidized use of, facilities and related field costs at both Oak Ridge Town Park and Heritage Farm Park. Further, the Town maintains its commitment of providing first-class athletic facilities, including programmed investments in additional fields, to support local athletic programming.

To reinforce the lines of communication from ORYA to and from the Town, several items focus on keeping the Town of Oak Ridge informed about ORYA activities and vice versa. The Town ensures communication with ORYA by providing a full voting representative on the Parks and Recreation Committee and time to provide status during each Town Council Meeting. By keeping Council informed of activities provides opportunities for Council members to attend events, provide support during Council meetings and other means. As a contributing partner with ORYA, acknowledgment of the Town's contribution needs to be communicated to ORYA members and residents of the Town. This benefits both parties in ensuring everyone sees the contribution of both parties.

Key to this partnership, beyond financial support, is the need for continuous communications between ORYA and the Town of Oak Ridge.

In recognition of this partnership, the parties enter into the following Usage Agreement.

THIS AGREEMENT is made between the Town of Oak Ridge, a North Carolina municipal corporation ("the Town"), and the Oak Ridge Youth Association, Inc., a North Carolina non-profit corporation ("the ORYA")

WITNESSETH:

THAT, WHEREAS, the ORYA desires to use certain fields and structures ("the facilities") located on lands owned by the Town of Oak Ridge and being more specifically described herein; and

WHEREAS, the Town desires to make said facilities available to ORYA upon certain terms and conditions as hereinafter set forth, pursuant to and in furtherance of the public policies of Chapter 160A, Article 18 of the North Carolina General Statutes, and subject to administration by the Town of Oak Ridge Parks and Recreation Department ("ORPRD");

NOW, THEREFORE in consideration of the premises and covenants herein contained, the Town and ORYA agree, and contract as follows:

1. FACILITIES: The Town hereby agrees to the use of the following athletic fields and park structures by ORYA in accordance with the terms and conditions contained hereinafter set forth:

Football/Soccer/Lacrosse fields described as Field #1 and Field #2; Baseball/Softball fields described as Field #3 and Field #4, all described as Game Fields; the three open field areas running parallel to Linville Road described as Practice Fields; paved parking lot and all other athletic support amenities at Town Park, 6231 Lisa Drive, Oak Ridge, North Carolina. Also included in the Agreement will be F#1 and F#2 at Heritage Farm Park and related amenities located there. Other ORTP and HFP amenities such as, but not limited to, shelters, amphitheater, walking trails, and common areas shall be made available under the same existing provisions. All use will utilize the current Fee Schedule to determine applicable charges.

2. TERM: This term shall extend from January 1, 2025, to June 30, 2025. ORYA may renew this Agreement annually, by filing the following documents with the ORPRD:
 - (a.) A written request for renewal shall be made by ORYA, not less than 90 days prior to the expiration of this Agreement each year and shall be given to the ORPRD.
 - (b.) The following information attached to the renewal request:
 - (I.) A financial statement covering the prior year of the Agreement setting forth the complete expenditures of ORYA on the facilities.
 - (II.) A statement of achievements by ORYA in relation to its goals set forth for the immediate past term of the Agreement.
 - (III.) A Statement of ORYA's goals for the upcoming year and how they are proposed to be accomplished.
 - (c.) Any amendment to this document requires the Parks and Recreation Advisory Board to recommend said changes to the Town Council for their approval and final adoption.

3. INDEMNIFICATION OF TOWN: ORYA agrees to and will at all times indemnify, save and hold harmless The Town of Oak Ridge and ORPRD from all liability, claims, demands, damages, and costs of every kind and nature, including attorney fees at trial or appellate levels, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of their relationship with the Town of Oak Ridge and ORPRD, their officers, employees, or agents, or resulting from or in any manner arising out of their relationship with the ORPRD, excepting only liability resulting solely from negligence of the Town of Oak Ridge or ORPRD. ORYA shall, upon request from the Town of Oak Ridge, defend and satisfy any and all suits arising from its use of the facilities. ORYA will provide the Town of Oak Ridge, upon initial execution and each renewal of this Agreement, a certificate of liability insurance coverage naming the Town of Oak Ridge as insured in the amount of One Million (\$1,000,000) Dollars.

4. TOWN SUBSIDY OF ORYA: The Town will annually subsidize ORYA in the amount of \$30,000 of in-kind support, in the form of credits against usage fees or like non-monetary support, and this stipend can be utilized for such purpose in any manner and at the sole discretion of the ORYA. This support will be set at \$15,000 for spring sports (available January 1st and \$15,000 for fall sports (available July 1st . Carryover will be allowed from spring to fall but at the end of the calendar year any remaining credits shall not be carried forward to the next year.
 - (a.) ORPRD will invoice ORYA via MyRec.com, at the published ORPRD Fee Schedule Non-Profit rates for facility usage and affiliated services requested. This will be in effect throughout the term of this Agreement.
 - (I.) Charges for field use will be incurred for field usage scheduled by ORYA.
 - (II.) Once fields are scheduled, ORYA will not be charged for field usage due to closure of fields for weather or other Acts of God.
 - (III.) Once fields are scheduled, ORYA will not be charged for field usage due to closure of fields for maintenance, athletic lighting failure, or other ORPRD-controlled reasons.
 - (IV.) Once multi-purpose fields are scheduled, ORYA may cancel usage without incurring charges provided a minimum notice of five working days is given to the ORPRD.
 - (V.) Once baseball/softball fields are scheduled, ORYA may cancel usage without incurring charges provided a minimum notice often working days is given to the ORPRD.
 - (b.) ORYA will pay the Town a fee for non-resident use of fields at ORTP and HFP as part of of their leagues and programs.
 - (c.) ORYA may also choose to use the subsidy on field paint.
 - (d.) ORYA will submit payment to the Town of Oak Ridge for invoices processed through MyRec.com and/or what credit amount they will be taking no later than 30 (thirty) days from receipt of the invoice. Failure to submit payment or requested credit amount within 30 (thirty) days will result in the invoice being charged against the remaining credit. ORYA challenges to invoiced items or accounts must be made within one week from receipt of the invoice.

(e.) In return for ORYA receiving the subsidy referenced above in Section 4 it is agreed that the Town will receive the following:

(I.) Town will have a non-voting membership on the ORYA Board of Directors. With the exception of the position being non-voting and not participating in personnel matters, the Town's representative will participate as a full member of the board of directors. This is in line with the full representation the ORYA enjoys as a member of the Parks and Recreation Committee. Representative will be a member of Town Council nominated by Town Council, subject to ORYA's approval.

(II.) Town will receive distinct acknowledgement from ORYA in their promotional and marketing media with checkpoints done at the end of each quarter by the Town Staff and ORYA's P&R Advisory Board liaison.

Specifically:

ORTP METAL SIGNS (one per field) - design provided by ORYA, production cost paid for by the Town.

WEBSITE BANNER AND MENTION OF PARTNERSHIP ON THE SPONSOR PAGE - Town will be listed at the bottom of the page/list.

FACEBOOK- One post per quarter mentioning partnership.

INSTAGRAM - One post per quarter mentioning partnership.

NORTHWEST OBSERVER ADS - One ad per quarter mentioning partnership.

DIRECT EMAIL - One direct email quarterly mentioning partnership with Town.

SPECIAL EVENTS MARKETING - Mention of partnership in marketing for any special events including, but not limited to, RidgeFest, Terror Trail, Flag Football tournament.

AGREEMENT LANGUAGE AND LOGO - For all marketing purposes, the tagline "In proud partnership with the Town of Oak Ridge" along with the Town seal should be used.

(III.) ORYA will extend an invitation to Town to provide a representative to speak at membership meetings, award dinners and similar events.

(IV.) Town will be treated the same as a regular ORYA member in receiving all communications and notices that are sent to members.

5. DUTIES OF TOWN: The Town acting through ORPRD shall:

- (a.) Maintain the facilities in accordance with the standards deemed necessary by the ORPRD after consultation with ORYA. This will include game-prepping infields for scheduled fields, chalking lines and keeping non-game fields in a practice-ready state during the week.
- (b.) Grant authority to ORYA for determining if play should be authorized in questionable situations such as, but not limited to, rain, other inclement weather, severe drought, etc. only in the circumstance where the Director of the ORPRD or his/her designee is not available to make that decision.
- (c.) Grant ORYA priority use of the available facilities during the course of their seasons described hereinafter in this Agreement.
- (d.) Assume responsibility for the costs of repairs to, and maintenance of, restrooms serving the facilities as reasonably required by normal use of said facilities; all in accordance with specification established by the Guilford County Health Department.
- (e.) Assume responsibility for the costs of repair to, and maintenance of, concession structures serving the facilities as reasonably required by normal use of said facilities.
- (f.) Assume responsibility to maintain other existing structures at the facilities such as bleachers, dugouts, fencing, irrigation, lighting, scoreboards, and accessory buildings as reasonably required by normal use of said structures.
- (g.) Assume the responsibility for the cost and replacement of lights, ballasts, and fixtures.
- (h.) Assume the responsibility for payment of normal utility services.
- (i.) Assume the responsibility for grounds care in and around all facilities.
- G.) Allow ORYA the use of field fencing for the sale and display of sponsor and accomplishment signage provided they meet the following requirements:
 - (I.) All signage must meet the requirements set in Item 4 of the Historic Preservation Commission's Certificate of Appropriateness (Number 5-14-0SA) prior to installation.
 - (II.) All signage must meet applicable fire and building code requirements.
 - (III.) All signage may only be displayed in locations approved by the ORPRD. Content must be approved by ORPRD.
 - (IV.) All signage must be maintained by ORYA. Signs not meeting these requirements must be promptly repaired, or they will be removed.
- (k.) ORPRD reserves the right of first refusal to run a concession operation at the facilities but will allow ORYA to bring in their own non-competing concession vendors at specified times. This allowance will be contingent on receiving expressed permission granted to ORYA by ORPRD. ORYA shall, in a timely manner, submit to ORPRD a schedule of weekend games so that concessions may be made available for those events. Any concession operation must maintain any certification required by the Guilford County Health Department.

- (l.) Shall issue necessary keys to ORYA President and all ORYA sport directors. Other ORYA Board members may be issued keys at the discretion of the ORYA President. Keys will be distributed from Town Hall and the key log must be signed by the recipient. Keys are to be immediately returned to Town staff upon separation from ORYA.
- (m.) Shall be responsible for keeping foul lines painted on the baseball/softball fields.
- (n.) Allocate one seat on the Parks & Recreation Advisory Board to a representative of the ORYA. This shall be a full, voting member who lives within the town limits of Oak Ridge.
- (o.) Provide required training to ORYA volunteers related to field preps as required under item 7(i.).

6. DUTIES OF ORYA: ORYA shall:

- (a.) ORYA sport directors shall request game and practice schedules **via MyRec.com by March 1st for spring sports** for the purpose of inclusion in the ORPRD master facilities schedule. ORPRD will retain final and absolute authority in assigning these dates.
- (b.) Maintain the fields, dugouts, grounds outside the playing area and parking lot free of paper and debris accumulating from ORYA use or the operation of any concession stand during ORYA activities. All such paper and debris shall be placed in appropriate trash or recyclable receptacles for removal. Full trash receptacles will be emptied into the park dumpster.
- (c.) Assume the responsibility for the cost and repair of any damage to restroom facilities caused by misuse resulting directly from ORYA activities.
- (d.) Assume the responsibility to make sure that the restrooms get locked when ORYA activities run outside of the time the Town has the park staffed. All toilets should be flushed, paper picked up off the floors, and the restrooms left in a presentable condition. All athletic field lights will be turned off.
- (e.) Should ORYA run a concession operation from the ORTP concession stand, assume responsibility for the cost and repair of any damage to concession stand facilities or contents caused by misuse directly resulting from ORYA use. ORYA will stock and supply the concession operation during its use thereof and assumes responsibility for the security of stocked items. All existing food and beverage contracts in effect with the Town of Oak Ridge supersede those made by ORYA while providing concessions at Town Park. Also acknowledges that Styrofoam cups will not be allowed for public use. Money will not be left in the concession facility overnight.
- (f.) Agree to be responsible for the secure storage and general care of scoreboard remotes that will be stored in the concession stand.
- (g.) Assume the responsibility for the cost and prompt repair of any turf damage to the playing fields resulting from ORYA activities.

(1.) Criteria to be used in the initial determination as to the playability of the fields in a situation where ORPRD is unavailable to make that determination shall be:

- (I.) Standing water 2 inches or more on the field of play;
- (II.) Soil saturation;
- (III.) Walking on turf causes water to rise;
- (IV.) Walking on heels causes indentations;
- (V.) One-inch of rain or more 24 hours prior to scheduled activity followed by steady downpour on game/practice day;
- (VI.) Player's footing becomes unstable, slipping 6" or greater;
- (VII.) Extreme drought condition where 50% of the playing surface has become dormant;
- (VIII.) Lightning;
- (IX.) Poor visibility;
- (X.) Other Acts of God.

- (h.) Assume the responsibility for the purchase of field paint that will be used for ORYA activities.
- (i.) Assume the responsibility for any infield preps on weekends; ORYA may choose to do these infield preps themselves, provided the work is done solely by volunteers who have satisfactorily completed ORPRD field maintenance training, or they may choose for the ORPRD staff to prep the infields on Fridays with ORYA being charged at the current fee schedule rate.
- (i.) Assume the responsibility for all initial field layouts.
- (k.) Assume responsibility for painting all fields. Lines of demarcation shall be made of approved athletic field marking paint and shall be precisely laid in accordance to standards set by the governing bodies of the respective sports.
- (l.) Provide ORPRD notice by 9:00 a.m. of any given day, of any games that have been added to the schedule for that day for the purpose of ORPRD game-prepping those fields.
- (m.) Assume the responsibility to assure ORPRD that ORYA volunteers will keep all tools and field maintenance equipment locked away when not in use.
- (n.) Assume the responsibility for maintaining in proper working order and reasonable appearance, all goals, netting, equipment, and related material. Said items shall be stored in areas designated by ORPRD.
- (o.) Assume the responsibility for notifying ORPRD of any known maintenance or repair issues as soon as possible.

- (p.) Assume the responsibility for the cost and repair to damage to fences, gates and backstops resulting directly from ORYA use. Throwing, hitting, or kicking balls into, or climbing fencing is not permitted.
- (q.) Assume the responsibility to have an ORYA Field Marshal present at the park at all times during any ORYA activity for the purpose of enforcing Town Park rules and house-keeping standards.
- (r.) Assume the responsibility to make every effort to ensure that all vehicles are parking only in designated areas.
- (s.) Assume the responsibility to remove from park grounds all ORYA equipment used in conjunction with their respective sports no later than two weeks after the last game or practice.

7. IMPROVEMENTS: At all times ORYA agrees it will:

- (a.) Assume responsibility for all costs required to construct and maintain any future authorized improvements made to the facilities requested by ORYA to facilitate their programs and all such improvements or modifications shall become and remain the property of the Town of Oak Ridge. Improvements or modifications by ORYA to the facilities shall be made only upon the prior written approval of the ORPRD, as directed, or approved by the Town, and such approval will not be unreasonably withheld. ORPRD shall agree on the selection and scheduling of contractors for any such improvements. Any such contract shall be made and executed in compliance with applicable law pertaining to construction upon public property.
- (b.) Refrain from adding materials to the playing fields without expressed consent of the ORPRD.

8. PRIORITY USE OF AVAILABLE FACILITIES: During the defined ORYA athletic seasons ORYA shall be granted priority use of the available facilities assigned to them by the ORPRD including the spring baseball, spring softball, spring soccer, lacrosse, football, elementary school girls' field hockey, cheerleading, fall baseball, fall softball, and fall soccer game and practices described herein. This will include the allocation of five (5) weekends in the spring and five (5) weekends in the Fall for use of Fields #3 and #4 as well as the last two (2) weekends in February. Said priority usage shall be determined by ORPRD upon ORYA's timely submission of proposed schedules of practice times and game times which, when approved by ORPRD, will not be modified without consent of both parties. At all other times scheduling for the use of the fields will be at the sole discretion of the ORPRD.

9. USE OF GAME FIELDS FOR PRACTICES: ORPRD will allow ORYA to use the multi-purpose game fields for practices for Cheerleading, Football (flag only), Girls' Lacrosse, and Soccer. This limitation is not in effect for camps, clinics or seminars that are short-term in duration.

10. RULES AND REGULATIONS GOVERNING USE: ORYA represents that it currently maintains an up-to-date Family handbook which details adopted rules and regulations regarding the use of, and personal conduct around, the fields and the facilities. Such rules and

regulations must be consistent with current rules and regulations governing use of Town recreational facilities.

11. **PARKING AND VEHICLE TRAFFIC:** Motorized vehicles are strictly prohibited from any areas of the park not specifically approved for parking without expressed permission from ORPRD. Blanket authorization will not be given but instead will be made in regard to a specific need and only for a limited duration of time. This specific need will be authorized only for the case of dropping off or picking up large and heavy loads. It will then be immediately required for the vehicle to be relocated to the parking lot. For the unloading/loading of minor and/or lightweight items the use of handcarts or other such accommodation will be required.
12. **EQUAL OPPORTUNITY, ACCESSIBILITY, AND COMPETITION STANDARDS:** This Agreement is specifically conditioned upon ORYA continuing to run its program in accordance with the sports' state or national governing body's standards and in such a manner that ORYA's activities are open to all eligible youth regardless of ability, handicapped status, sexual orientation, national origin, or race. In the event that ORYA operates its program in violation of this policy, this Agreement is subject to immediate termination by ORPRD.
13. **NON-RESIDENT SURCHARGE:** ORYA will submit to the ORPRD accounting for the number of non-residents in their programs using ORTP or HFP, and a non-resident surcharge will be assigned to those non-residents.
 - (a.) Based thereon, the ORYA will assess a per-player surcharge of twelve dollars (\$12.00) each, for every rostered participant living outside the Oak Ridge Taxing District. This payment, along with supporting documentation, will be no later than May 30 for Spring sports and November 30 for Fall sports.
 - (b.) ORYA may choose the option of paying an annual lump sum payment of \$12,000 out of the stipend, accompanied with rosters from both the Spring and Fall sports.
 - (c.) Should ORYA choose the lump-sum payment, as defined in 13(b.), ORYA will, again, have two options:
 - (I.) ORYA will be invoiced for the amount of \$1,200 monthly, for ten (10) months which will exclude the months of June and December. Spring rosters will be due May 30 and Fall rosters will be due November 30.
 - (II.) ORYA may choose to pay the lump-sum payment of \$12,000 along with copies of Spring and Fall rosters, no later than November 30. If ORYA chooses to make the lump-sum payment described in 13(b.), ORYA must notify ORPRD, for the purpose of accommodating monthly stipend invoicing, no later than the third Friday of February.
 - (d.) The support documentation will be in the form of sport rosters that must include the home addresses of each player. Players' names may be redacted. Failure for this payment and accounting to be made within the stated time period may result in late charges being applied and/or the immediate suspension of ORYA use of the facilities.

14. AVAILABILITY OF ORYA ANNUAL FINANCIAL REPORT: ORPRD reserves the right to inspect the Annual Financial Report of ORYA, the current ORYA Board By-laws, as well as the most current fee schedule for their sports.
15. NO ASSIGNMENT; BINDING EFFECT; MERGER: This Agreement may not be assigned and shall be binding upon the parties and their successors. Any previous existing oral or written agreement shall be terminated as of the date of this Agreement and shall be deemed null and void and of no further force and effect whatsoever.
16. NON-PROFIT STATUS: This agreement is subject to the Town of Oak Ridge Non-Profit Agency/Organization Funding Policy, which is incorporated herein by reference, and ORYA agrees to comply fully with said policy as a material term and condition precedent to enforceability thereof.

IN WITNESS WHEREOF, The Oak Ridge Youth Association, Inc. and the Town of Oak Ridge have caused this Agreement to be executed, this

OAK RIDGE YOUTH ASSOCIATION, INC.

Corporate Seal:

Attest _____
Town Clerk

Municipal Seal:

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for

 Fiscal Year Ending and originally to be submitted to the LGC on

 Date

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date submitted to LGC	Original date	Modified date
Modification to fee	Original fee	Modified fee

Primary **Other**
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- Change in scope
- Issue with unit staff/turnover/workload
- Issue with auditor staff/turnover/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative* (typed or printed)	Signature*
Date*	Email Address

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

December 30, 2024

Town Council and Management
Town of Oak Ridge
PO Box 374
Oak Ridge, North Carolina 27310

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Town of Oak Ridge

- Attestation Examination Services for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services will be \$4,500.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Town of Oak Ridge.

BY: _____
Jim Kinneman, Mayor

DATE: _____

BY: _____
Samuel K. Anders, Finance Officer

DATE: _____

Scope of Services – Attestation Examination Services

As a result of the funding received by the Town of Oak Ridge through the American Rescue Plan Act ("ARPA") and expended during the year ended June 30, 2024, we will examine the Town of Oak Ridge's compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") section of the 2024 OMB Compliance Supplement (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended June 30, 2024.

The objective of our examination is the expression of an opinion in a written report about whether the Town complied, in all material respects, with the specified compliance requirements referenced above.

The criteria to be used consist of "the specified requirements" as described in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement".

We will assist with evaluating the Town's compliance in accordance with "the specified requirements" as described in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement". We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Chad Cook is responsible for supervising the engagement and authorizing the signing of the report or reports. We plan to begin our audit work in January 2025.

The following apply for the attestation examination services described above:

Our Responsibilities We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

Limitations & Fraud Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. However, we will inform you of any such matters, if material, that come to our attention.

Report We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written

assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

**Written
Representations**

At the conclusion of our engagement, you agree to provide us with certain written representations in the form of a representation letter.

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Intentionally deleted.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of North Carolina, without regard to its conflict-of-laws principles.
11. **WAIVER OF JURY TRIAL.** Intentionally deleted.
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates, and to reimburse Us for all out of pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel, except as required by North Carolina Public Records Law, NCGS 132-1, et seq. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be

prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars NOT A Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of our report require. As such, You should not place upon us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree we are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to the You, including the provision to Forvis Mazars of reasonable facilities and timely access to Yours data, information and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay at home orders and curfews.