



BUNCOMBE COUNTY

Request for Proposal

OPERATION OF BEECH COMMUNITY CENTER

Date of Issue: April 8, 2025

Proposal Submission Deadline: May 8, 2025

At 2:00 PM ET

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1.0 PURPOSE AND BACKGROUND

Pursuant to North Carolina General Statute 153A-169 proposals will be received by the Buncombe County for Exclusive License for the Operation of the Beech Community Center, 15 Sugar Cove Road, Weaverville, NC 28787.

It is the intent of the Buncombe County government to offer a two-year license, renewable for a maximum of three one-year terms for a total of five years to a nonprofit organization to occupy the property located at 15 Sugar Cove Road, Weaverville, NC 28787, for the purpose of operating the Beech Community Center.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	County	04/08/2025
Mandatory Informational Meeting	Vendor	04/24/2025 11:00am EDT
Submit Written Questions	Vendor	04/28/2025 5:00pm EDT
Provide Response to Questions	County	05/01/2025
Submit Proposals	Vendor	05/08/2025 2:00pm EDT
Contract Award	County	05/23/2025
Contract Effective Date	County	06/01/2025

2.4 MANDATORY INFORMATIONAL MEETING

A mandatory informational meeting will be held 11:00 AM, April 24, 2025. Attendance is required for this meeting for any organization wishing to submit a proposal for the RFP. If your organization wishes to attend this meeting, please send an email to Ron.Venturella@Buncombecounty.org requesting an invite. Please title your email "**Beech Community Informational Meeting Invite**".

This is a Microsoft Teams meeting – please take the time to ensure that your computer works with MS Teams in advance of the meeting.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ron.Venturella@buncombecounty.org by the date and time specified above. Vendors should enter "RFP Operation of Beech Community Center Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.6 PROPOSAL SUBMITTAL

Proposals will be received until 2:00 PM, May 8, 2025. All proposals may be submitted electronically submitted via email and properly identified with the title RFP Operation of Beech Community Center.

Proposals may be emailed to:
Ron Venturella, Procurement Manager

E-mail: Ron.Venturella@buncombecounty.org

The County's capacity for email attachments is 9mb. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Title Page: Include the organization name, address, phone number and authorized representative.
- b) Describe the background, experience, and capabilities of your organization as it relates to the Scope of Work outlined in the RFP.
- c) Each Vendor shall submit with its proposal the name, address, and telephone number of the Official Contact Person(s) with authority to bind the organization and answer questions or provide clarification concerning the firm's proposal.
- d) Include the following documents:
 - a. Articles of Incorporation
 - b. Bylaws

- c. Evidence of 501(c)(3) status, if applicable
- e) Certify the Official Contact Person has:
 - a. Attended the Mandatory Information Session
 - b. Read the License Agreement in its entirety
- f) Explain the applicant organization's vision for the operation of the Beech Community Center.
- g) Describe how the organization will fulfill each of the requirements listed in paragraph 10 of the General Conditions of Proposal, below.

3.0 GENERAL CONDITIONS OF PROPOSALS

1. Proposals for a two-year license, renewable for a maximum of three one-year terms for a total of five years to a nonprofit organization to occupy the property located at 15 Sugar Cove Road, Weaverville, NC 28787, for the purpose of operating the Beech Community Center. A mandatory information session will be held on DATE to discuss the proposal process and the license to be granted.
2. Mediation: Any claim, dispute, or other matter in question arising out of or related to this contract shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.
3. Legal Proceedings: Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this contract. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.
4. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment, or a person needing any special type of accommodations, desires to attend the information session, or desires to meet with County staff, the County should be notified at least two (2) days in advance. Reasonable accommodations for that person will be arranged.
5. Public Information: This RFP and all responses are considered public information and proposals are subject to public information requests.
6. Familiarity with Work and Conditions: Before preparing proposals, interested organizations are urged to inform and familiarize themselves with all conditions involved and under which the license is to be granted.
7. Buncombe County reserves the right to waive defects in any proposal it deems, in its sole discretion, to be insubstantial, to evaluate all proposals and to grant a license as determined to be in the best interest of the residents of Buncombe County. The County also reserves the unqualified right to reject any and all proposals if it is in the best interest of the County to do so. Incomplete proposals are subject to rejection.
8. Buncombe County reserves the right to negotiate with the successful organization within or outside of the scope of this RFP in any manner deemed appropriate to serve the best interests of the citizens of Buncombe County, specifically, those citizens most like to be served by the Beech Community Center.
9. Standards for Granting License. Buncombe County will grant an exclusive license to the nonprofit

organization which, in the judgment of Buncombe County Management and Staff, will provide the best service to the residents of Buncombe County, particularly those residents served by the Beech Community Center. Proposals must demonstrate the organization's ability to:

- a. Comply with the terms of the License Agreement (Exhibit A).
 - b. Establish and operate the organization and community center in accordance with published bylaws.
 - c. Exhibit accountability and transparency within the organization and to the citizens of Buncombe County.
 - d. Ensure that the facility and services provided by the Beech Community Center are available to all members of the public
 - e. Operate the community center in a manner that enhances community engagement and support.
 - f. Offer recreational, cultural, educational, and social opportunities to members of the surrounding community.
 - g. Maintain the property and facilities in good repair.
 - h. Offer the facility for rent to members of the public and local organizations for meetings and other events.
10. Submission of a proposal for this RFP constitutes acceptance of all terms and conditions of this RFP. The organization certifies that the proposal submitted is without any connections to any other person or persons associated in any official capacity with Buncombe County, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
 11. The organization shall be required at all times to comply with applicable County ordinances and any amendments thereto.
 12. Buncombe County will not consider alternative proposal(s) outside of this RFP process. If the County desires to modify the processes and procedures outlined herein to improve the delivery of services to citizens, the County may negotiate with the successful organization at the appropriate time if deemed appropriate and in the best interests of citizens.
 13. The successful organization, by and through its duly elected leadership, shall be required to execute a License Agreement, which is attached as Exhibit A.

Exhibit A: License Agreement

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this ____ day of _____, 2025, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina, ("Licensor" or "County") and **ORGANIZATION**, a North Carolina non-profit corporation, ("Licensee");

WITNESSETH:

WHEREAS Buncombe County owns certain land and fixtures appurtenant located at 15 Sugar Cove Road in Weaverville, North Carolina, which have been operated as Beech Community Center for many years;

WHEREAS, at the conclusion of a competitive selection process, **ORGANIZATION** was selected to continue the operation of the Beech Community Center for the benefit and use of the residents of Buncombe County;

WHEREAS, it is in the best interests of the residents of Buncombe County that Buncombe County and the Licensee enter into a formal License Agreement ("Agreement") governing the use of the Licensed Premises by the Licensee.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed that upon the terms and conditions hereinafter set forth, County hereby grants unto Licensee and Licensee does hereby accept as a Licensee of County permission to use the Licensed Premises under the terms and conditions set forth as follows:

I. TERMS

A. Licensed Premises. The Licensed premises are comprised of PIN 976391724600000, located at 15 Sugar Cove Road, Weaverville, North Carolina, and more particularly described in Book 1566 at Page 508 Buncombe County, North Carolina Registry and which property contains 3 acres, more or less including a recreation center, ball field, basketball court, playground, and open space.

B. Use of Licensed Premises.

- 1. General Uses.** County for the term set forth herein and subject to the terms and conditions of this Agreement, hereby grants Licensee permission for the nonexclusive use of the Licensed Premises for purposes of the operation of a community center to include, among others, ball field, basketball court, recreation center and playground. The Licensee is prohibited from using the

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Licensed Premises in any other manner unless it is approved in advance by the County, in its sole discretion.

- a. **County uses.** Should the County desire to use the Licensed Premises at any time, it shall contact Licensee as soon as is practicable prior to such use but in no event less than 72 hours prior to such intended use. The County shall return the Licensed Premises to Licensee in a broom clean condition as same existed prior to its use, usual wear and tear excepted.
2. **Repairs and Maintenance During Lease Term.** For buildings used by Licensee, Licensee shall, at Licensee's expense, pay for any damages made to the Licensed Premises during the term of this Agreement. Licensee shall be responsible for light bulb replacements, HVAC air filter replacements, cleaning, general upkeep, clearing toilet backups, and all grounds maintenance (assuring that the grassed areas are mowed weekly during growing season, roadways are kept smooth and free from potholes). Licensor will maintain building structure, roof integrity, electrical equipment (building related) and life safety components.
3. **Alterations and Improvements.** Licensee, at Licensee's expense, has the right, upon County's written consent which may be withheld for any or no reason, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Licensed Premises from time to time as Licensee may deem desirable, provided that the same are made in a workmanlike manner and utilizing good quality materials. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Licensed Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the Agreement term or placed or installed on the Licensed Premises by Licensee thereafter, shall remain Licensee's property free and clear of any claim by County. Licensee shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the Licensed Premises caused by such removal shall be repaired by Licensee at Licensee's expense.

C. Term.

1. **Term:** This Agreement shall be for a period commencing on **June 1, 2025**, ("commencement date") and terminating on **May 31, 2027**, at 11:59 p.m. This Agreement may be renewed for a maximum of three one-year terms at the conclusion of the initial term.
2. **Termination for Convenience.** The County terminate this Agreement during the initial term or any renewal term at its convenience by giving the Licensee sixty

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(60) calendar days written notice. Licensee shall remove all personal property by the expiration of the sixty (60) days.

- D. License Fee.** As the fee for the uses described in this Agreement, the Licensee is responsible for the payments/charges for the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer and/or telephone as well as any other operational costs and maintenance and upkeep fees connected with the Licensee's endeavors.
- E. Transparency & Accountability.** In its operation of the Beech Community Center, Licensee agrees:
- a. That it will hold a minimum of one Board of Directors meeting per quarter and that these meetings will be open to the public;
 - b. That to ensure the ability of the public to attend meetings of the Board of Directors, Licensee agrees to provide at public notice of each meeting at least 10 calendar days prior to each meeting. Notice shall include the date, time, and location of the meeting. At a minimum, notice of the meeting shall be conspicuously posted on the front door of the Recreation Center located on the Licensed Premises and published on the Licensee's website or other social media accessible to the public;
 - c. That each meeting of the Board of Directors shall include reasonable time for public comment by members of the public who wish to address the Board of Directors concerning the affairs of the Board and the Community Center;
 - d. That Licensee shall take minutes of all meetings of the Board that would enable a person not in attendance to have a reasonable understanding of what transpired at the meeting and to publish such minutes on the Licensee's website and/or make the minutes available for public inspection at reasonable times; and
 - e. That a "meeting," for the purposes of this section, exists when a majority of Board members get together physically, or via electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not, and will not be, transacted is not a "meeting" for the purposes of this section.

II. INSTALLATION MAINTENANCE AND ACCESS

- A. Additional Fees.** All costs directly or indirectly (excluding repairs and maintenance described in Section I(B)(2), above) associated with use of the Licensed Premises are the sole responsibility of Licensee.
- B. Access.** Licensee shall have a non-exclusive right to access the Licensed Premises for ingress and egress purposes. In the event an additional right of way or easement is required by Licensee for such access, Licensee shall negotiate the right of way or

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easement separate from this Agreement and all costs associated with obtaining the right of way or easement shall be borne entirely by Licensee.

III. **INSURANCE.**

During the term of this Agreement, the Licensee shall, at its sole expense, obtain and maintain the following commercial insurances:

1. Workers' compensation coverage at the statutory limits in compliance with applicable state and federal laws, as well as employer's liability coverage with policy limits of \$1,000,000;
2. Commercial general liability insurance with minimum policy limits of \$1,000,000 and \$3,000,000 aggregate;
3. Automobile liability insurance for owned, hired, and non-owned commercial vehicles used in connection with this Agreement with minimum policy limit of \$1,000,000;
4. Licensee shall provide the County with certificates of insurance evidencing the above amounts.
5. All liability certificates shall name Buncombe County as an additional insured.

During the term of the Agreement, the Licensee shall furnish the County with certificates of insurance on an approved form. The certificates shall provide that policies shall not be canceled or changed until thirty (30) days written notice has been given to the County. All insurance shall be procured from reputable insurers authorized to do business in North Carolina.

Licensee shall not be obligated to maintain property insurance on its furnishing, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Licensee and of persons claiming by, through or under Licensee which may be on the Licensed Premises, shall be at the sole risk and hazard of Licensee and no part of loss or damage to such property from whatever cause shall be charged to, or borne by, County.

- IV. **Indemnity and Hold Harmless.** County shall not be liable for any loss, damage, injury or expense of any kind or nature to any person or property, directly or indirectly, arising from or in connection with the access to or entry upon the Licensed Premises by Licensee, its agents, contractors, subcontractors or other representatives. Licensee agrees to indemnify and hold harmless County and all of their respective officers, agents, directors, shareholders, representatives, consultants, and contractors from any liability, claim, demand, action, cause of action, suit, loss, damage, injury, expense, cost,

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settlement or judgment of any kind or nature directly or indirectly rising from the intentional, reckless or negligent acts or omissions of Licensee, its agents, contractors, subcontractors or other representatives in connection with their access to or entry upon the Licensed Premises. The provisions of this paragraph shall survive the termination of this Agreement.

- V. **Independent Contractor.** In all matters relating to or concerning this Agreement, Licensee, its agents, contractors, subcontractors and other representatives are, and shall act as, independent parties acting within their own means and on their own behalf. Licensee, its agents, contractors, subcontractors and other representatives, respectively, are not agents, servants, employees or otherwise representative of either County or any other user of the Licensed Premises, nor shall any of Licensee, its agents, contractors, subcontractors or other representatives represent themselves to have any such relationship with County or any other user of the Licensed Premises. Nothing contained in this Agreement shall be construed to establish a joint venture or partnership between County or any other user of the Licensed Premises and Licensee, its agents, contractors, subcontractors or other representatives.
- VI. **Disclaimer of Warranties.** THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LICENSED PREMISES OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LICENSED PREMISES OR ANY PART THEREOF. The County is not liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.
- VII. **GENERAL MATTERS**
- A. **Taxes and Assessments.** Licensee shall pay any taxes, assessments, charges, fees or licenses attributable to its use of the Licensed Premises, including any increase in real property taxes and any use, occupancy, and/or personal property taxes.
- B. **Sublicense.** Licensee may sublicense portions of the premises upon County's written consent which may be withheld for any or no reason. All terms and conditions of this License between Licensee and County remain the sole responsibility of Licensee to ensure compliance with these conditions and cannot be assigned to a sub-licensee. Licensee also shall insure that any sub-licensee has the appropriate level of insurance as set forth in this License and signs a hold harmless and indemnity agreement with County.
- C. **Mechanics Liens.** Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Premises by reason or work, labor, services, of materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, Licensee shall cause it to be cancelled and discharged of record. In the event

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Licensee does not cause such lien to be cancelled and discharged of record, County may terminate this Agreement and proceed in accordance with applicable law.

- D. Fixtures and Removal.** County covenants that all personal property and improvements of every kind and nature installed (except for permanent structures) which are allowed pursuant to the Deed Restrictions, constructed, or placed by Licensee on the Premises, shall be removed by Licensee, at her expense, shall restore the Premises to its condition as of the commencement date of the Agreement within ten (10) days after the expiration of the Agreement. Any personal property remaining on the Licensed Premises after ten (10) days shall become property of the County and the County may assess the costs of removing said property to Licensee.
- E. Notice.** The parties hereby acknowledge that all notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, facsimile transmission or overnight delivery addressed:

To County:

County of Buncombe
Attn: Michael Mace
10 Valley Street
Asheville, NC 28801
(828) 250-4100

To Licensee:

Attn:
15 Sugar Cove Rd.
Weaverville, NC 28787

Any party hereto may from time to time, by notices herein provided, designate a different address to which notices to it shall be sent.

F. Disputes.

1. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.
2. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph

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establishes exclusive and sole jurisdiction for any legal proceeding
in Buncombe County, North Carolina

- G. Severability.** Should any provision or provisions contained in this License be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- H. Entirety.** This License contains the entire agreement of the parties and may not be modified, except by an instrument in writing and signed by both parties. This License supersedes and cancels all prior negotiations between the parties as to the subject matter hereof, and any changes shall be in writing by the party affected by such change.
- I. Compliance.** Licensee agrees its use of the Licensed Premises during the term of this License shall be done in compliance with all federal, state and local laws.
- J. Execution.** The parties may execute this License agreement in counterparts and may deliver copies of such executed counterparts to each other by facsimile or other electronic means (such as an e-mailed PDF copy) and such method of execution and delivery shall be deemed to create a binding agreement between the parties.

{Signatures on Following Pages}

Exhibit A: License Agreement

BUNCOMBE COUNTY

By: _____
Avril Pinder, County Manager

ATTEST:

Sarah Gross, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Stacey Woodey, Interim Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Avril Pinder is the County Manager of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said County Manager, sealed with its official seal, and voluntarily attested to by himself as Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires:

Exhibit A: License Agreement

ORGANIZATION

By: _____

Printed Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of **ORGANIZATION.**, a North Carolina non-profit corporation, and that (s)he, as _____, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the corporation, as its act and deed.

Witness my hand and notarial seal, this the ____ day of _____, 2025.

Notary Public

My Commission Expires: