

**STATE OF GEORGIA  
COUNTY OF FULTON**

**LICENSE AGREEMENT**

This agreement made and entered in to this day, **[Day of week]**, **[Date]** between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of the Georgia Institute of Technology (hereinafter called "Owner") and **[Third-Party Name]** located at **[Address]** (hereinafter called "Permit Holder").

WITNESSETH THAT:

WHEREAS, the Permit Holder desires to temporarily occupy and utilize certain of Owner's hereinafter described properties and facilities; and

WHEREAS, Owner is willing to permit Permit Holder to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. Premises Involved.** The premises covered by this temporary occupancy and use permit, or license is conference space located on the campus of the Georgia Institute of Technology, Atlanta, Georgia 30332, which is more particularly outlined on Exhibit A, attached hereto and incorporated herein by reference ("Premises").
- 2. Time of Use.** The times during which the Permit Holder shall be permitted to occupy, use and enjoy the above-described premises are outlined on Exhibit A.
- 3. Consideration.** In consideration of Owner's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner for arrangements as detailed in the attached Addendum. Arrangements may not be broken for late arrivals, early departures or missed meals once Permit Holder furnishes guarantee(s) which is hereto referenced as part of Exhibit A. Fees are based on an estimated number of **[#]** participants, with a minimum of **[#]** participants.
- 4. Use.** The permit given by these presents is for the purpose of **[Event Name]** ("Event") and none other.
- 5. Nonassignability.** The permit, use and occupancy provided for here under shall not be assigned by Permit Holder to any other corporation, association, person or entity whatsoever.
- 6. Indemnification.** Permit Holder indemnifies and holds harmless the Owner, the Institution and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Permit Holder shall reimburse the Funds for such monies paid out by the Funds.

7. **Insurance.** Permit Holder shall, at its own cost and expense, obtain and maintain insurance coverage covering the period of its occupancy and use of the premises. Permit Holder shall provide a Certificate of Insurance (Accord) form or equivalent which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations, including products and completed operations, personal and advertising injury and contractual liability and Sexual Abuse or Molestation coverage and shall provide at a minimum the following limits:

Coverage	Limit
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented To You	\$1,000,000 Any one premises
Personal & Advertising Injury	\$1,000,000 Any one person/organization
Products/Completed Ops Aggregate Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Commercial Umbrella Liability	\$2,000,000
Sexual Abuse or Molestation	\$1,000,000 Any one person/ \$2,000,000 aggregate

The Sexual Abuse or Molestation coverage shall provide defense costs outside the liability limits and also defend any accused insured under a reservation or rights letter, if necessary. The above policy limits shall cover the period of Permit Holder's occupancy and use of the Premises and must provide primary limits over any other liability policy provided by the State of Georgia, and such insurance to be obtained from an insurance company licensed to do business in the State of Georgia, and name the Georgia Institute of Technology, its employees, officers and agents as additional insureds.

The insurance company(ies) issuing the above referenced policies must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. Permit Holder shall furnish the Owner with a certificate of insurance clearly evidencing such required insurance at least two (2) weeks prior to occupancy and use of the premises. Permit Holder shall not cancel or modify such insurance without first providing advance written notice to the Owner.

8. **Cancellation for Force Majeure.** In the event that fire, wind storm, casualty, war or other unforeseen circumstances shall result in damage to the premises so that it is impossible or impractical for the Owner to perform its obligations hereunder, or if the intended Event(s) shall be made impossible by strike, riot, or other cause not within the control of the Owner, this contract shall stand cancelled and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

9. **Stipulations.** The following stipulations, provisions, covenants, agreements, terms and conditions, marked Exhibit "[A,B,C,etc]" and attached to this agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit "[A,B,C,etc]" are hereby incorporated herein and made a part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this license agreement to be signed as of the day and year first above mentioned.

PERMIT HOLDER

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

By: \_\_\_\_\_  
 Authorized Permit Holder Agent  
**[Name]**  
**[Title]**

By: \_\_\_\_\_  
**[Name]**  
**[Title]**  
 Georgia Institute of Technology

## EXHIBIT A

1. **Parties' Representative.** All notices required by this agreement shall be mailed by certified mail to the following representatives.

**Permit Holder's Representative:**  
[Name]

**Owner's Representative:**  
[Name]

**Representative's Address:**  
[Third-Party Name]  
[Third Party  
Address]

**Representative's Address:**  
Georgia Institute of Technology  
[Office]  
[Address]

**Representative's Telephone Number:**  
[Phone Number]

**Representative's Telephone Number:**  
[Phone Number]

2. **Premises.** Lodging accommodations, if any, shall be described in and governed by Exhibit C, which is attached hereto and incorporated herein by reference.

Facility accommodations for meetings or other conference-related activities, if any, shall be described in the License Agreement Addendum, which is attached hereto and incorporated herein by reference. Any additional special equipment and labor fees that apply will be charged to the Permit Holder at established rates at the time of the camp. If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder. Owner shall make reasonable effort to provide equivalent facilities or services on premises at no additional expense to Permit Holder.

3. **Dates and Times of Authorized use ("Reserved Dates").** Permit holder shall be authorized to use the premises during the following dates and times:  
Earliest Reserved Date: [Date]  
Last Reserved Date: [Date]

4. **Prepayment.** A prepayment in the amount of \$[X] ("Prepayment") is due at the time the signed agreement is returned to the [GT Office]. Signed license agreement is due to the [GT Office] no later than [Day of week], [Date]. The prepayment is non-refundable.

5. **Cancellation.** If Permit Holder cancels this agreement before the earliest reserved date, it shall forfeit any prepayment paid and be liable to owner for all direct costs incurred by Owner in preparation to fulfill Owner's obligations under this agreement. In addition, Permit Holder agrees to pay Owner a percentage of anticipated revenue calculated from the number of beds reserved in **Exhibit C** times the per person Accommodation Plan fee(s). Permit Holder must cancel in writing. Cancellation date is based on the postmark. The following percentages will be used to calculate cancellation rate:

Twenty-five percent (25%) for cancellations one hundred-twenty (120) days to sixty-one (61) days prior to earliest reserved date.

Fifty percent (50%) for cancellations sixty (60) days to thirty-one (31) days prior to earliest reserved date.

Seventy-five percent (75%) for cancellations thirty (30) days or less prior to earliest reserved date.

6. **Guarantee.** Permit Holder shall provide Owner with final guaranteed numbers, accompanied with a participant listing and/or lodging assignments for conference attendance, and if applicable, for food services, no later than ten (10) working days before the earliest reserved date. Notwithstanding the foregoing, Owner does not guarantee availability of facilities, food or lodging in excess of 105% of the guaranteed numbers specified in **Exhibit C** attached hereto. Changes in lodging accommodations specified in **Exhibit C** shall not be increased without the Owners prior written approval.

7. **Terms of Payment.** Owner may develop a preliminary bill, and if so, will invoice Permit Holder based on said guaranteed numbers. Such sum shall be paid on or before **[Date]**. All checks should be made payable to the **Georgia Institute of Technology**.

*After the completion of the Event(s), a final bill summarizing all charges and prepayments will be submitted to Permit holder within of 90 days of conclusion the Event(s). Permit holder shall pay Owner for all unpaid charges due upon receipt of the final bill.*

8. **Failure to Pay.** Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with this agreement or if Permit holder violates any other provision of this agreement, all remaining obligations of the Owner under this agreement shall, at the option of the Owner, cease and be terminated upon written notice to the Permit holder. In any case, all amounts owing to the Owner hereunder which are more than thirty (30) days past due shall be subject to a service charge of one and one-half percent (1 1/2 %) per month, constituting an annual percentage rate of eighteen percent (18%). Permit Holder shall reimburse the owner for all collections costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the Owner shall be entitled all costs and expenses of litigation, including attorney's fee.
9. **Taxes.** Unless Permit holder provides Owner with evidence of Federal, State of Georgia, and City of Atlanta tax exempt status, permit Holder shall be responsible for the payment of all taxes which may be imposed under this agreement.
10. **Sale of Food.** All food sales and/or concessions shall be operated by one of the Georgia Institute of Technology's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should food services be requested by the Permit Holder, such request should be directed to the Georgia Institute of Technology **[Office]** at telephone number **[Phone number]** and should be booked at least ten (10) working days in advance of the date of the Event(s). Concessions will not be made available at any Event(s) unless requested by the Permit Holder.

Arrangements for food services, if any, shall be as outlined in the License Agreement Addendum, which is attached hereto and incorporated herein by reference. Meal access controls will be developed by Owner in conjunction with the Permit Holder and implemented by Permit Holder.

11. **Promotion and Publicity.** Permit Holder agrees that unless and until a fully signed original of this Agreement has been delivered to both Permit holder and Owner, no information or publicity of any nature whatsoever relating to Permit Holder's Event(s) shall be disseminated or released. Publicity for the Events(s) must be submitted to the Owner for approval prior to any distribution.
12. **No Use of Owner's Name.** All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by the Permit Holder shall in no fashion whatsoever state or imply the support or sponsorship of the Owner nor shall Permit Holder use owners name logos and/or trademarks without their express written permission. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by the Owner.
13. **Signs and Business.** Permit holder shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the premises, without the Owner's prior written permission. Permit holder shall not conduct any business activities within the premises without the Owner's prior written permission.
14. **Licenses, Permits and Copyright Royalties.** Permit Holder shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses and/or permits shall be presented to the Owner prior to the Event(s).
15. **Owner Access.** Owner shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.

16. **Owner's Right to Remove.** The Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.
17. **Damages to the Premises.** Permit Holder agrees that it shall not in any way injure, damage, mar, or deface the building, floor, furniture, fixtures or equipment which is in or about the premises. Permit Holders shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees.
18. **Permit Holder's Property Brought Onto Premises.** All property brought onto the premises by the Permit Holder shall be at the sole risk of the Permit Holder. The Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its agents or employees.
19. **No Alterations or Improvements.** Permit Holder shall make no alterations in or additions to the premises. Permit Holder must use Owner approved methods and products to hang items on walls or inside the premises.
20. **Parking.** Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges applicable to same shall be made separately with the Owner.
21. **Compliance With Campus Alcohol Policy.** At all times while on the premises Permit Holder shall comply with the Georgia Institute of Technology alcohol policies and shall insure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges review of and compliance with Campus Alcohol Policy at <http://www.policylibrary.gatech.edu/campus-use-facilities/campus-alcohol-policy>
22. **Compliance With Tobacco Free Campus Policy.** Premises are designated as Tobacco Free and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges review of and compliance with Tobacco Free Campus Policy at [http://www.usg.edu/policymanual/section9/policy/C503/#p9.1.7 tobacco and smoke free campus policy](http://www.usg.edu/policymanual/section9/policy/C503/#p9.1.7_tobacco_and_smoke_free_campus_policy)
23. **Compliance With Fire Safety Standards.** In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylight, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises. If Event(s) are 10 nights or longer in duration, Permit Holder agrees to allow Owner to make arrangements for a fire/safety drill to be conducted at Owner's convenience.
24. **Compliance With All Applicable Laws, Rules, Regulations, and Policies/Procedures.** Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and the City of Atlanta. In addition, Permit Holder agrees to comply with all Owner policies and procedures. Permit Holder by its signature herein acknowledges review of and compliance with Youth Programs at Georgia Tech Policy located at <http://www.policylibrary.gatech.edu/youth-programs-policy>, and **Exhibit B** of this agreement. Owner reserves the right to inspect Permit Holders' records for compliance with **Exhibit B** of this agreement. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using owner's facilities, or termination of this agreement. Owner presents that the premises shall abide by, conform to, and comply with all laws, rules and regulations of the United States, the State of Georgia and the City of Atlanta.
25. **Criminal Background Checks.** Permit Holder agrees to conduct training and criminal background checks on all employees and volunteers with direct contact with minors. Criminal background checks on any employee or volunteer shall not be older than 4 years.
26. **Assignment.** Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted in the Owner's sole discretion.

27. **Governing Law.** This agreement shall be governed by the laws of the State of Georgia.

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## EXHIBIT B

### PROGRAMS SERVING MINORS

1. **Institutional Policy.** If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of the Institution's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below.
2. **Registration.** Permit Holder must register annually (each calendar year, beginning January 1) no later than 30 days before the program start date. The Georgia Tech online Youth Program Registration Form is available here: <http://youthprograms.gatech.edu/youth-program-registration>. Permit Holder must receive written Youth Program Registration Form approval prior to program start.
3. **Duty of Care.** Permit Holder shall operate such program/activity in a reasonably safe manner.
4. **Forms.** Permit Holder shall use all appropriate forms related the operation of the program / activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
5. **Criminal Background Checks.** Permit Holder shall properly screen and conduct federal and state criminal history background checks, including the multi-state National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks. The background check must have been conducted within the last four years.
6. **Supervision.** Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
7. **Training.** Permit Holder shall provide training to all employees, volunteers and others assisting with the program/activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
8. **Safety and Security.** Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
9. **Reporting Obligations.** Criminal activity should be reported immediately to the Institution's campus police department. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.
10. **Known or Suspected Abuse or Neglect of Minors.** If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Institution's campus police department and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.
11. **Licensing.** Permit Holder will seek and obtain any and all required licenses or exemptions necessary for Permit Holder's operations and/or programs.

## EXHIBIT C

### LODGING ACCOMMODATIONS

- 1. Accommodations.** Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Accommodations for additional participants shall not exceed that required for 105% of final guarantee.

Permit Holder shall be responsible for the applicable fees for total actual participants or for the final guaranteed number of participants, whichever is greater.

Permit Holder shall be responsible for any loss of or damage to any of Owner's property.

The accommodations reserved are outlined in the License Agreement Addendum, which is attached hereto and incorporated herein by reference.
- 2. Check-in and Check-out.**  
Check-in (Date and Time): **[Date], [Time]**  
Check-out (Date and Time): **[Date], [Time]**

**Participants may check-in/out between 8:00 a.m. and 8:00 p.m.**

**Alternate times, early arrivals and/or late departures must be arranged in advance with Owner. Alternate dates and times are not guaranteed.**
- 3. Assignment.** In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodation, this agreement for lodging accommodations shall terminate.
- 4. Personal Property.** Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft or other causes.
- 5. Room Keys.** Each participant may check out only his or her own room key. Permit Holder understands and agrees that a charge of \$75.00 per lost key and \$50.00 per lost access card will be added to the Permit Holder's final invoice. Permit Holder will incur lost key/access card charge(s) immediately upon conclusion of above stated check-out date/time.

Note: specific buildings are on a two key per participant system.
- 6. Health Care.** Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.
- 7. Lodging of Minors.** If the lodging accommodations contemplated by this agreement includes lodging for minors under the age of eighteen (18) years old, Permit Holder shall follow American Camp Association Staffing Ratios for campers to live-in chaperones over the age of twenty-one (21) at [http://www.acacamps.org/sites/default/files/resource\\_library/09-CSA-Camper-to-staff-ratios.doc](http://www.acacamps.org/sites/default/files/resource_library/09-CSA-Camper-to-staff-ratios.doc). Owner recommends that Permit Holder retain medical waiver forms on file for each minor participant.
- 8. Right to Enter Room.** Owner reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with owner's policies.



**9. Compliance with Laws, Regulations and Policies.** Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws. Consistent with Georgia law, Permit Holder shall ensure that all employees and volunteers who interact with minors have been trained in the proper reporting of child abuse and working with minors. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:

- a. No use of any tobacco products will be permitted in any room or apartment or in Owner's buildings.
- b. No firearms, weapons, ammunition, fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.
- c. No animals will be permitted in rooms or apartments or in Owner's buildings without Owner's written permission.
- d. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.
- e. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture, lowering of lofted beds without permission of the Owner.
- f. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.
- g. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.
- h. No tampering with the fire system or firefighting equipment will be permitted.
- i. No removal of lounge or common area furniture into individual rooms or apartments will be permitted without permission of the Owner.
- j. No gambling or solicitation in any form will be permitted.
- k. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

## EXHIBIT D

### POOLS AND RECREATIONAL FACILITIES

*(These are representative provisions, each institution should develop its own Pools and Recreational procedures)*

**1. Permissible Pool Activities:**

- (a) Recreational Swimming. The Pool and facilities are open for recreational swimming from 10:00 a.m. until 4:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sundays.
- (b) Competitive Swimming: The Pool and facilities shall be used only during the period 4:00 p.m. to 6:00 p.m. Monday through Friday. Upon request to Owner, the pool may be scheduled for use during other periods when such use will not conflict with use by Owner's programs. Should Owner require the use of the Pool or facilities during the daily scheduled practice hours, Owner shall notify the Permit Holder 48 hours in advance and shall propose alternative practice hours.
- (c) Adaptive Physical Education: The Pool and facilities shall be used only on an "as available" after Owner's schedules have been determined. Scheduling will be accomplished by the Chairman, Department of Physical Education. Use is subject to change each quarter. The pool may be scheduled for use during additional periods when such use will not conflict use by Owner's programs. Should Owner require the use of the Pool or facilities during any daily scheduled hours, Owner shall notify Permit Holder 48 hours in advance and provide with any proposed alternative use periods.
  - (i) A key shall be issued to the Permit Holder's representative.
  - (ii) The Permit Holder shall provide adult supervision of one adult for each two students, or, if the ratio is not met, the Permit Holder shall provide a certified life guard.
  - (iii) The Permit Holder shall provide an Assumption of Risk and Waiver of Liability form for each student, properly executed and releasing the Owner and the Board of Regents of the University System of Georgia. The release shall be in a form acceptable to Owner.

**2. Legal Compliance.** The Pool, as made available to is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.

- (a) If Owner determines that a member of its institution staff must be present at the Pool during the Permit Holder's use of the Pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.
- (b) Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.

**3. Maintenance and Repair.** Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Pool is unavailable.

**4. Limitation of Owner's Liability.** Owner shall not have any liability as a result of the failure of the Pool to satisfy the Permit Holder's requirements or for failure to maintain or repair the Pool or to satisfy any other obligation except as provided in Paragraph 3.

**5. Pool Operations Under this License.**

5.1 Owner retains, and Permit Holder may not interfere with:

- a. Owner's access to the Pool and Facilities at all times to exercise its rights or responsibilities.
- b. Owner's right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.
- c. Owner's right to remove any person who fails to comply with this Agreement or whose removal from the Pool the Owner in good faith believes is necessary for the safe and orderly operation of the Pool.

5.2 Permit Holder shall:

- a. Use the Pool in a safe and orderly manner.
- b. Comply with Owner's regulations and directives governing the safe and orderly operation of the Pool.
- c. Conform to all governmental statutes, regulations, ordinances and directives.
- d. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.
- e. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted material or any trade name.
- f. Not in any way damage, deface, or alter the Pool.
- g. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.
- h. Not fasten any article, drill holes, drive nails, or screws into the walls, floors, woodwork, or partitions; nor shall Permit Holder paint or spray paint the walls, floors, woodwork or partitions; without the consent of the Owner.

## **6. Planning Requirements for Competitive Swimming or Adaptive Physical Education.**

6.1 Proposed Plan: At least seventy-two (72) hours prior to the beginning of the License Period, Permit Holder shall provide Owner its proposed plans for its activities in the Pool, which shall contain all information reasonably available to Permit Holder about the event, but which shall include at least the name and address of Permit Holder's primary on-site representative, its security and emergency medical services representatives, and its representatives for any other services.

6.2 Review of Plan: Owner shall promptly review the proposed plans for general conformance to this Agreement and policies of the Owner. Permit Holder shall provide such additional planning information Owner reasonably requests for that review. After consultation with Permit Holder, Owner may require Permit Holder to make changes in the proposed plans to attain the safe and orderly operation of the Pool, compliance with this Agreement and Owner's policies, and coordination of the use of common areas and other users of the Pool. Permit Holder may not make material changes in the proposed plans submitted to the Owner without Owner's consent. Permit Holder shall conduct its operation in substantial conformity with the approved plans as submitted.

## EXHIBIT E

### FOOD SERVICES AND CONCESSIONS

*(These are representative provisions; each institution should develop its own Food Service Rules)*

1. **Sale of Food.** All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires.
2. **Clean-up and Garbage Removal.** Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service.
3. All food services should be booked at least two (2) weeks in advance.

## EXHIBIT F

### PARKING

*(These are representative provisions, each institution should develop its own Parking Rules)*

1. **Lodging Facilities.** Parking is limited to one vehicle per room, with the license plate noted on the lodging registration form. Unnumbered and unmarked parking spaces in the parking lot adjacent to the lodging facility may be utilized on a space available basis. No parking sticker or permit is required. For oversize and specialty vehicles, see restrictions below.
2. **Conference Facilities, Pools and Recreation Facilities.** Parking is by permit only. A temporary permit/sticker shall be issued to each authorized vehicle through the Permit Holder's Representative. Each such permit/sticker shall indicate the dates and particular parking lot in which parking is permitted. Within each such lot, unnumbered and unmarked parking spaces may be utilized on a space available basis. Depending upon the circumstances, a special numbered or named space permit may be issued authorizing a vehicle to be parked in a numbered or named parking space. For oversize and specialty vehicles, see restrictions below.
3. **Oversized or Specialty Vehicles, Trailers, Campers, and Recreational Vehicles.** Any oversized or specialty vehicle, trailer, camper or recreational vehicle, must be parked in the designated oversize vehicle parking facility. In general, any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon an vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility. A special permit is required. For lodging residents, the permit is obtained from the lodging facility manager. For other Permit Holder vehicles, the permit is obtained through the Permit Holder's Representative or from campus parking control. A special fee may be required for parking in the designated oversize vehicle parking facility.
4. **Visitor Parking.** Parking in spaces designated as "visitor" parking is temporary parking available on a first come, first served basis. No overnight parking is permitted in a "visitor" parking space.
5. **Parking Violations.** Violations of the parking rules may subject the vehicle owner to citation and fine. Such citations will be issued through the campus security/traffic control office. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the license granted to the Permit Holder.
6. **Parking Fees.** Owner reserves the right to charge parking fees "at the lot" for attendees at any event.
7. **No Liability of Owner.** Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Any charges are for the use of space only. Owner assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. Owner disclaims any and all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

## **EXHIBIT G**

### **ALCOHOLIC BEVERAGE POLICY**

*(These are representative provisions, each institution should develop its own rules.)*

**ALCOHOLIC BEVERAGE POLICY:** Possession or consumption of alcoholic beverages is prohibited on Campus.

**Exceptions:** The following limited exceptions to the Alcoholic Beverage Policy are permitted:

**1. Sports and Recreation Facilities.**

a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on-premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.

b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.

c. No alcoholic beverage may be carried onto or taken from the premises by any individual.

**2. Special Events and Conferences:** All requests must be submitted by the Permit Holder at least three weeks prior to the event. The following rules apply:

a. All program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.

b. Alcohol must be served by an authorized and licensed on-premises concessionaires.

c. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.

d. The Permit Holder may either arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor, or may purchase the alcoholic beverages and deliver them to the concessionaire or food service vendor prior to the event.

e. Food must be available at the event at all times. Food must be present in the room(s) where alcoholic beverages are to be served.

f. Alcoholic beverages must remain in the room(s) where served.

g. No alcoholic beverage may be carried onto or taken from the premises by any individual.

h. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and holds Owner and the Board of Regents harmless from all such damages.

i. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

## **EXHIBIT H**

### **TOBACCO AND SMOKE-FREE CAMPUS POLICY**

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, this policy reinforces the USG commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. "Tobacco Products" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on USG properties unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the USG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on USG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by a USG entity shall be tobacco-free. All events hosted by outside groups on behalf of the USG shall also be tobacco-free.

#### **Exceptions for Tobacco Use**

The President of each institution will define any exceptions to this policy. Exceptions to the policy will be very limited and on an as needed basis. The intent is the campus is tobacco and smoke free unless otherwise needed for educational purposes and/or the advancement of research on campus.

#### **Enforcement**

The overall enforcement and authority of this policy lies with the President of the institution, but it is also a shared community responsibility, which means all students, faculty, and staff share in the responsibility to help keep the campus tobacco-free. Signage to help inform our campus community and visitors will be placed throughout campus.

#### **Violation of Policy**

Violation of this policy may result in corrective action under the Student Code of Conduct or campus human resource policies. Visitors refusing to comply may be asked to leave campus.