

FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT ("Agreement") is made and entered into this (DAY) day of (MONTH), 20 (YEAR) ("Effective Date") by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of Georgia State University ("Licensor") and _____, ("Licensee") whose address is _____.

WITNESSETH THAT:

WHEREAS, Licensee desires to temporarily occupy and utilize Licensor's certain properties and facilities as hereinafter described; and

WHEREAS, Licensor is willing to grant Licensee a revocable license for the temporary use and occupancy of said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth;

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

1.

FACILITIES

The facilities covered by this limited, non-exclusive, conditional and temporary occupancy and use permit, or license, is the (description of area of use – e.g. Classroom number, Main Gymnasium, Student Center, etc.) located on the campus of Georgia State University at (Insert Building name and street address) (hereinafter referred to collectively and individually as "Facilities").

2.

PERMITTED USE

The license given by this Agreement is for the limited purpose of allowing Licensee to use the Facilities, as defined herein, for the (Event) ("Event") as further described in Exhibit A, attached hereto and incorporated herein by reference, and for no other purpose.

3.

TERM

The time during which Licensee shall be permitted to occupy, use, and enjoy the Facilities shall be from (Month, Day) 20 (YEAR) to (Month, Day,) 20 (YEAR) between the hours of (AM/PM) and (AM/PM) ("Term") as may be further described in Exhibit A.

4.

CONSIDERATION

In consideration of Licensor's willingness for Licensee to occupy, use and enjoy the Facilities as above indicated, Licensee agrees to pay Licensor a use fee ("Use Fee") in the total amount of (\$XX,000.00) for Licensee's usage of the Facilities. The foregoing Use Fee shall be due and payable no later than 4:00pm on, (MONTH, DAY, 20 (YEAR)). All checks should be payable to: "Georgia State University". Should Licensee fail to remit the above-referenced payment by such date, Licensor may immediately terminate this Agreement and shall be released from any and all liability arising out of or resulting from this Agreement. In the event of such termination, Licensee shall be responsible payment of all cancellation fees and additional charges, as may be further described herein. After the completion of the Event(s), a final bill summarizing all applicable fees, charges, deposits and payments will be submitted to Licensee. Licensee shall pay Licensor for all unpaid charges within thirty (30) days after receipt of the final bill. Licensee agrees

that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Licensee violates any other provision of this Agreement, all remaining obligations of Licensor under this agreement shall, at the option of the Licensor, cease and be terminated upon written notice to Licensee. In any case, all amounts owing to Licensor hereunder which are more than thirty (30) days past due shall be subject to a service charge of one and one-half percent (1 ½%) per month, constituting an annual rate of simple interest of eighteen percent (18%). Licensee shall reimburse Licensor for all collection costs, including reasonable professional and attorney's fees and all 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, Licensor shall be entitled all costs and expenses of litigation, including reasonable attorney's fees. Unless Licensee provides Licensor with evidence of tax-exempt status, Licensee shall be responsible for the payment of all local, state and federal taxes which may be imposed under this Agreement.

5.

NO ASSIGNMENT

Licensee may not assign or sublicense any of its rights or obligations conferred by this Agreement, either in whole or in part, without Licensor's prior written permission. Any permission may be withheld or granted at Licensor's sole discretion.

6.

PARTIES REPRESENTATIVES AND NOTICE

All notices required by this Agreement shall be mailed by certified mail or hand delivered to the following representatives:

| | LICENSOR'S REPRESENTATIVE | LICENSEE'S REPRESENTATIVE |
|------------|----------------------------------|----------------------------------|
| Name: | _____: | _____: |
| Address: | _____ _____ _____ | _____ _____ _____ |
| Telephone: | (____) ____ - _____ | (____) ____ - _____ |
| Email: | _____ | _____ |

7.

INDEMNIFICATION

Licensee indemnifies and holds harmless Licensor, the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorney's fees, due to liability to a third party or parties, for any loss due 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 Licensee, its invitees, agents, employees or others working or enjoying the Facilities on behalf of Licensee. The Facilities are provided and accepted by Licensee "as is, where is, and with all faults" and Licensee expressly indemnifies and holds harmless the Indemnities in damages or otherwise for injury suffered by any person arising from any defect in construction, maintenance and/or operation of the

Facilities. This indemnification obligation survives the termination of contract and the dissolution or, to the extent allowed by applicable law, the bankruptcy of Licensee. If and to the extent that such damage or loss (including cost and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, or 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 ("DOAS") Licensee shall reimburse the Funds for such monies paid out of the Funds.

8.

INSURANCE

Licensee shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. §50-21-37, which shall include, but not be limited to, coverage for personal, advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

| Coverage | Limit |
|--|-------------------------------|
| 1. Personal Injury and Advertising | \$1,000,000.00 per Occurrence |
| 2. Contractual (<i>if applicable</i>) | \$1,000,000.00 per Occurrence |
| 3. Fire Legal (<i>if applicable</i>) | \$1,000,000.00 per Occurrence |
| 4. General Aggregate | \$2,000,000.00 |
| 5. Sexual Abuse/Molestation (<i>if applicable</i>) | \$1,000,000.00 per Occurrence |

If requested by Licensor in its sole and absolute discretion, Licensee shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000.00 per occurrence. All policies above cover the period of Licensee's occupancy and use of the Facilities, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of Licensor and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. §50-21-20 et seq.). Licensee shall furnish Licensor with a Certificate of Insurance (hereinafter "Certificate"), naming Licensor as Certificate Holder, and evidence of full payment of the policy premium thereon at least forty-eight hours prior to occupancy. Said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the Facilities by Licensee in the absence of ten (10) days prior written notice by the Insurer to Licensor prior to the occupancy and use of the Facilities by Licensee pursuant to this Agreement. Licensee's failure to obtain and furnish evidence of the required insurance shall constitute default of this Agreement.

9.

TERMINATION

(a) Licensor Termination: If at any time, Licensee's use of the Facilities violates any federal, state, or city laws, or Licensor's regulations or policy, Licensee shall either immediately cease and desist from continuing such use or shall surrender the Facilities upon demand of Licensor's authorized representatives. Licensor may immediately terminate this Agreement at any time, for any act(s) or omissions of Licensee, its employees, members, agents, subcontractors or invitees that Licensor determines in its reasonable discretion pose a risk to public health or safety. Licensee agrees to indemnify and hold the Indemnities harmless from and against any and all claims, demands, liabilities, and reasonable expenses (including reasonable attorneys' fees and costs) arising from or in connection with such termination. Unless Licensor terminates this Agreement because Licensee has violated its terms, or because participants or attendees have violated applicable laws or Licensor policies, termination by Licensor shall result in a pro rata refund of the applicable Use Fee, based on the portion of the use period that was actually used, less any expenses incurred by Licensor. No refund shall be payable to Licensee if such termination occurs as a result of a violation of the terms of this Agreement.

(b) Licensee Termination: Licensee may terminate this Agreement at any time prior to the start of the Term by providing written notice to Licensor. In the event of such termination, Licensee shall forfeit all deposits paid to Licensor and shall, within thirty (30) days from notice of such cancellation, pay Licensor a cancellation fee (the “Cancellation Fee”) in accordance with the following schedule:

| Date of Termination | Cancellation Fee |
|---|-------------------------|
| Effective Date – 15 days prior to start of the Term | 50% of the Use Fee |
| 14 – 7 days prior to start of the Term | 75% of the Use Fee |
| 6 days or less prior to start of the Term | 100% of the Use Fee |

10.

FORCE MAJEURE

In the event that Licensor’s performance hereunder becomes impossible or impractical due to causes beyond Licensor’s control, including, but not limited to, acts of God, acts of war or terrorism, acts of the United States government, or any State government, territory or political subdivision thereof or the District of Columbia, fire, flood, earthquake, natural disaster, epidemics, stock market disruptions, quarantine restrictions, strike, civil disorder, or transportation curtailment (hereinafter collectively referred to as a “Force Majeure”), this Agreement shall stand cancelled and Licensor shall not be liable to Licensee for any damages as a result of cancellation.

11.

EQUIPMENT

All property and/or equipment brought onto the Facilities by Licensee, its employees, members, agents, subcontractors or invitees shall be at Licensee’s sole risk. Licensor shall not be responsible for such property nor liable for any damages or injury to Licensee, its employees, members, agents, subcontractors or invitees. Licensee must remove such equipment upon conclusion of the Event(s). Licensee must remove any and all property and/or equipment brought onto the Facilities by Licensee, its employees, members, agents, subcontractors or invitees or others working or enjoying the Facilities on behalf of Licensee by [REDACTED] AM/PM on (Month, Day), 20 [REDACTED], and Licensee must return the Facilities to Licensor in the same condition as prior to Licensee’s use. Any property left in the Facilities shall, after a period of ten (10) days from the last day of use hereunder, be deemed abandoned and shall become the property of Licensor to be disposed of or utilized at Licensor’s sole discretion. *Licensee expressly indemnifies and holds harmless Licensor harmless for any such disposal of property.*

12.

DAMAGES TO FACILITIES

Licensee shall not make or allow any alterations or additions to the Facilities without the express written consent of Licensor. Such consent shall be at Licensor’s sole discretion. Licensee shall not injure, mar or in any way damage the Facilities, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof. In the event of damages to the Facilities, Licensor shall provide Licensee with an itemized invoice of such damages within fifteen (15) days from the end of the Term, which shall be due and payable upon Licensee’s receipt of invoice.

13.

COMPLIANCE AND ACCESS

When using the Facilities, Licensee agrees to comply with all applicable state, federal or city laws and regulations, including, but not limited to, all applicable public health and safety standards (e.g. social distancing, face coverings, etc.), all applicable non-discrimination laws and regulations, and to pay all taxes, if any, imposed by law in connection with this Agreement. Licensee also agrees to comply Licensor’s policies and regulations pertaining to the use and

occupancy of the Facilities. Licensee shall use and occupy the Facilities in a safe and careful manner and shall comply with all rules and regulations prescribed by Fire and Police Departments and other government authorities, as may be in force and affect during Licensee's use or occupancy of the Facilities. All portions of sidewalks, entrances, passages, and access to public utilities shall be kept unobstructed by Licensee and shall not be used for any purpose. Licensor's authorized representatives may enter upon the Facilities at any time to make inspections to ensure Licensee's compliance with this Agreement and shall have free access at all times to the Facilities for the purpose of conducting Licensor's customary business operations. In accordance with accepted standards for fire safety, Licensee agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Licensee 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). Licensee shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the Facilities. Licensor reserves the right to remove any objectionable person or persons from the Facilities and Licensee expressly waives any right to damages for such removal.

14.

TOBACCO & SMOKE FREE CAMPUS POLICY

Licensee acknowledges and agrees that the use of all forms of tobacco products on the Facilities and/or property owned, leased, rented, in the possession of, or in any way used by Licensor or its affiliates is expressly prohibited. Licensee is subject to, and shall comply with, Licensor's Tobacco and Smoke Free Campus Policy ("Tobacco Policy"), and Licensee agrees to enforce the Tobacco Policy with its employees, members, agents, subcontractors, invitees or others working or enjoying the Facilities on behalf of Licensee. The Tobacco Policy is available at <https://www.gsu.edu/university-policies/>.

15.

ALCOHOLIC BEVERAGE POLICY

Licensee is subject to, and shall comply with, Licensor's Alcoholic Beverage Policy ("Alcohol Policy"), and Licensee and agrees to enforce the Alcohol Policy with respect to its invitees, agents, employees or others working or enjoying the Facilities on behalf of Licensee. Notwithstanding the above, there shall be no purchase or service of alcoholic beverages at the Facilities without the prior explicit written approval of Licensor. The Alcohol Policy is available at <https://www.gsu.edu/university-policies/>.

16.

PROGRAMS SERVING NON-STUDENT MINORS

If Licensee's use of the Facilities under this Agreement will involve the care or custody of minors (children under the age of 18) who are not duly-enrolled students at Georgia State University, then Licensee shall take precautions to assure the safety and well-being of such minors. Specifically, in this instance, Licensee is subject to the Georgia State University Programs Serving Non-Student Minors Policy ("Policy"), *unless exempted*, as a "Hosted Program" as defined in the Policy. The Policy is available at <https://risk.gsu.edu/minors-on-campus/>.

Licensee will receive an email with a link to register its program. Approval of the use of facilities is contingent on the Licensee completing registration. Exemptions from the Policy must be confirmed in writing by the Georgia State University Office of Safety & Risk Management. Exemptions under the Policy may include, for example, an Event where minors are supervised by their parent or legal guardian. Licensor reserves the right, in its sole discretion, to approve or deny any such exemption requests.

Licensee acknowledges receipt of the Policy and, if not exempt, expressly agrees to:

- a) As part of Licensee's selection of its Event staff and volunteers, request disclosure of criminal conviction history;

- b) Obtain background check/screening, as follows, of all its prospective Licensee Event staff and volunteers who may have contact with minors during the Event. The screening shall include, at a minimum:
 - i. A state and federal criminal history check covering seven (7) years;
 - ii. A nationwide sex offender registry search.Alternatively, Licensee may review the results of a similar screening that took place within the last year.
- c) Ensure that no Licensee staff or volunteers will be present at the Event who have a criminal history indicating that they are unsafe to children.
- d) Train Licensee Event staff and volunteers on Georgia law regarding required reporting of suspected child maltreatment. A free online training is available on the website of the Office of the Child Advocate, <https://oca.georgia.gov/mandated-reporting>.
- e) Prepare safety and security plans as appropriate to the Event, and train Licensee Event staff and volunteers accordingly.
- f) In addition to Licensee's other insurance requirements under this Agreement, obtain and maintain sexual molestation insurance covering the period of Licensee's occupancy and use of the Facilities, with limits not of not less than \$1,000,000 per occurrence. Such coverage may be provided either by endorsement to the commercial general liability policy as provided in this Agreement, or by stand-alone policy, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. Sexual molestation insurance must be specifically referenced on any Certificates of Insurance, as further described in this Agreement.
- g) Register program annually with the Office of Safety & Risk Management, by completing the online form at <https://risk.gsu.edu/minors-on-campus/> and providing any additional information as requested. By registering, Licensee confirms that the program has completed the above requirements. Select that the program is "Operated by Other Third Party Organization."
- h) Complete any applicable licensing requirements (or obtain an exemption from such licensing requirements). Camps in Georgia are regulated by the Georgia Department of Early Care and Learning ("DECAL"). More information about DECAL and its camp licensing requirements can be found at www.decals.ga.gov.

Licensee warrants that, if not exempt, it shall comply with the Policy and meet all requirements as described above. At any time, Licensor may request and must be promptly provided with copies of all pre-screening and training verification, and failure to do so shall constitute a material breach that will operate to automatically terminate this Agreement without refund of any previously paid funds. Licensee does hereby release, indemnify and hold harmless Licensor and the State of Georgia from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorney's fees, arising out of or resulting from this Agreement of any act or omission on the part of Licensee, its invitees, agents, employees, or others working or enjoying the Facilities on behalf of Licensee.

17.

PARKING

Licensee understands and agrees that parking facilities adjacent to or near the Facilities are limited. Any arrangements for the availability of parking facilities shall be coordinated with Licensor in advance of the Term, and Licensee shall be responsible for additional parking charges, as may be further described in Exhibit A.

18.

ADVERTISING

Licensee agrees that unless and until this Agreement has fully executed and delivered to both parties, no information or publicity of any nature whatsoever relating to Licensee's Event(s) shall be disseminated or released. No advertising, sponsorship, endorsement or other similar matter shall be posted or distributed in or about Licensor's Facilities without Licensor's prior written approval. Publicity for the Event(s) must be submitted to Licensor for written approval prior to any distribution. Licensor's name shall not be used in any manner to suggest sponsorship, co-sponsorship or endorsement of any kind, without Licensor's prior written approval. Licensee shall not use Licensor's name, logos, symbols, trade or service marks without Licensor's written approval.

19.

RECORDINGS

Licensee shall not make audio or video recordings at the Facilities, televise, broadcast or livestream the Event, or any portion thereof, without Licensor's prior written approval. Any such approval shall be at Licensor's sole discretion. All such broadcasts or livestreaming shall clearly indicate that neither Licensor nor the Board of Regents of the University System of Georgia is not a sponsor of the event. Licensee may take photographs or make audio or video recordings of the Event(s) solely for its own archival and non-commercial purposes, provided that such photography and/or recording are approved by Licensor prior to the Event. Licensee's failure to obtain Licensor's prior written approval for any filming or photography in the Facilities or the Georgia State University Campus shall constitute default of this Agreement.

20.

INTELLECTUAL PROPERTY

If any material, composition or name to be used or performed under this Agreement is copyrighted, Licensee shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. Licensee agrees to be fully responsible for any fees, royalties and licenses in connection therewith. All required licenses and/or permits shall be presented to Licensor prior to the Event. Furthermore, Licensee shall indemnify and hold Licensor and the Indemnities harmless from any and all claims, expenses or suits for copyright infringements that may arise from the performance of this Agreement.

21.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Georgia. The parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensor and Licensee, resulting in threatened or pending litigation, then the State Courts of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matter. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the State Courts of Fulton County, Georgia, and further waives any and all objection to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreements and/or the relationship between the Parties.

22.

ENTIRE AGREEMENT

This Agreement (with its attachment) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Further, this Agreement may be amended at any time, but only upon advanced mutual written agreement by the parties.

23.

COUNTERPARTS

This Agreement may be executed by the parties hereto by any one (1) or by any combination of the following methods: (a) by original signature, (b) in counterparts, in which case any executed counterpart, when taken with another executed counterpart or counterparts, shall constitute an original hereof, or (c) by emailed or facsimile signatures, which may be in counterpart, which emailed or facsimile signatures shall constitute original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this [redacted] day of [redacted], 20[redacted].

LICENSEE

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM of GEORGIA, by and on behalf of
Georgia State University**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Licensee's Federal Tax ID No: _____

(List all applicable information below. All sections that do not apply, along with these instructions, should be removed prior to execution)

EXHIBIT A

SCOPE OF LICENSE

Licensee shall be permitted to use the Facilities for Licensee's (name & description of Event) during the period commencing on the [] day of [], 20[] at [] AM/PM and terminating on the [] day of [], 20[] at [] AM/PM. Licensee shall be responsible for acquiring all necessary permits, providing security and emergency personnel, parking operations, waste removal, and clean-up.

• Event Schedule

| Date | Time | Location | Activity |
|-------------|------------------|-----------------|-----------------|
| XX/XX/XXXX | XX:00 XM-XX:00XM | | |
| XX/XX/XXXX | XX:00 XM-XX:00XM | | |
| XX/XX/XXXX | XX:00 XM-XX:00XM | | |
| XX/XX/XXXX | XX:00 XM-XX:00XM | | |

- Approved scope of Facilities modifications
 - List entire approved scope of work
 - Applicable Facilities costs (labor, setup, restoration, etc.)
 - Applicable location map or site plan
- Parking/Transportation
 - Confirmed parking arrangements (for University Parking facilities) and all corresponding charges
 - Transportation plans
 - Applicable (City) permitting
- Security
 - Attendee information ('head-count')
 - Applicable Security/GSUPD scheduling and corresponding charges
- Audio/Visual
 - Confirmed A/V support and corresponding charges
- Catering

EXHIBIT B

Covid-19 Addendum

Licensee hereby voluntarily and knowingly waives, releases, discharges and relinquishes any and all claims, actions, and lawsuits related to COVID-19 that may arise from the performance of this Agreement and/or all attendance at, or participation in, the staging, conduct, or production of the Event.

All reservations are subject to change should circumstances warrant based on additional health and safety guidance and/or changes in institutional needs. Social distancing standards apply in all event spaces. Event organizers are responsible for maintaining these standards, including, but not limited to, ensuring that space capacities are not exceeded, furniture remains as placed, and participants are appropriately distanced. Licensee shall be responsible for all COVID-19 related cleaning and sanitation of the Facilities. Failure to comply may result in consequences such as, but not limited to, cancellation of the reservation and event without refund, restrictions on future reservations, and financial penalties.

Licensee:

Authorized Representative

Date