

East Georgia State College
Facilities License Summary & COVID-19 Acknowledgement

Revisions Adopted by President's Cabinet 9/16/20; 7/27/22

Revisions Adopted by President's Cabinet 5/22/18

Adopted by President's Cabinet July 25, 2017

We are pleased that you have chosen East Georgia State College as the venue for your upcoming event. At East Georgia State College, events are an integral part of the college's mission and represent our relationships with alumni, friends, and community.

Because we know how important it is to you that your event is successful, the following summary of your dates, times, facilities usage, services, and associated fees are listed. The Facilities Usage Policy along with the Facilities License Agreement and COVID-19 Acknowledgement, which is attached to this summary page, provides specific details associated with your event along with the requirements as set forth by the college.

Date(s): _____ Time(s): _____

Event: _____

Organization or Contact Name: _____

Venue Location:	_____	Fee:	_____
Setup/Breakdown:	_____	Fee:	_____
Technical Support:	_____	Fee:	_____
EGSC Police Officer:	_____	Fee:	_____
Energy Surcharge:	_____	Fee:	_____
Sanitation Surcharge:	_____	Fee:	_____
Catering Services:	_____	Fee:	_____
Lodging:	_____	Fee:	_____
Insurance:	_____		

Total Fees: _____

In order for your event to be reserved on the EGSC calendar, you will need to acknowledge receipt of the Facilities Usage Policy and Facilities License Agreement and agree to the terms of the agreement. Additionally, a \$250.00 deposit is due upon completion of the Facilities License Agreement. Please direct any questions to the Director of Institutional Advancement and Community Relations, 478-289-2464 or hdsmith@ega.edu

I affirm that I have been given a copy of the East Georgia State College Facilities Usage, Scheduling Policies and Fees along with the Facilities License Agreement and COVID-19 Acknowledgement itemizing venue specific details for my event. I agree to abide by all policies and guidelines governing my event.

Permit Holder

Date: _____

East Georgia State College

Date: _____

EAST GEORGIA STATE COLLEGE

ACKNOWLEDGMENT AND WAIVER

COVID-19 HEALTH AND SAFETY PROTOCOLS

COVID-19 is a highly contagious virus that can spread from person to person. In response to this threat, EGSC has implemented hygiene practices for faculty, staff, students, and visitors while on campus. Individuals are encouraged to get vaccinated and boosted, to monitor symptoms, refrain from coming to campus when sick, and instructed appropriately if exposed or positive according to vaccination status. Individuals are encouraged to take precaution when returning to campus after isolation or quarantine. The protocols are based on CDC guidelines currently available as of the date of this document. If community levels rise to a high level as defined by CDC, it is possible that your event will be cancelled.

A safe campus environment is a shared obligation. It is essential that every member of the campus community do their part by following the EGSC health and safety protocols. It is the personal responsibility of all persons on campus to follow the protocols for the health and safety of themselves and others on campus.

By signing below or via email response, I agree to follow responsible hygiene practices (cover cough, cover sneeze, wash hands frequently, etc.) while on campus, and hereby waive liability, release and forever discharge East Georgia State College, the Board of Regents of the University System of Georgia, its members individually, and its officers, agents, and employees, and the Georgia Tort Claims Trust Fund, of and from any and all claims, demands, rights and causes of action of whatever kind or nature arising out of all known and unknown, foreseen and unforeseen bodily and personal injury, resulting from or in any way connected with my work as a vendor on campus during the COVID-19 pandemic. This acknowledgment and waiver will be valid for the period covering the Facilities License Agreement, not to exceed one year from date of signing.

Signature

Date: _____

Print Name: _____

Company Name: _____

**STATE OF GEORGIA
COUNTY OF EMANUEL**

FACILITY LICENSE AGREEMENT & COVID-19 ACKNOWLEDGEMENT

Revisions Adopted by president’s Cabinet 9/16/20

Revisions Adopted by President’s Cabinet 5/22/18

Revisions Adopted by President’s Cabinet 7/25/17

Adopted by President’s Cabinet 12/20/16

This LICENSE AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of _____, 20__, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of EAST GEORGIA STATE COLLEGE (“College”), a unit of the University System of Georgia (hereinafter “Owner”) and _____ located at _____ (hereinafter “Permit Holder”).

WITNESSETH THAT:

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

WHEREAS, Owner is willing to grant Permit Holder a revocable license for the temporary use and occupancy of said properties and facilities on a non-exclusive basis, but only upon the promises, covenants and agreements hereinafter set forth; and

WHEREAS, unless otherwise directed by Owner, the College shall perform, on the Owner’s behalf, Owner’s obligation and covenants, as set forth in this Agreement.

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

1. Premises and Use Involved. The premises covered by this Agreement are the facility and ancillary spaces located on the campus of the Owner more particularly identified in the Schedule of Licensed Premises below, collectively hereinafter “Licensed Premises” or “premises” with the permitted uses and the times during which the Permit Holder shall be permitted to occupy, use, and enjoy the Licensed Premises outlined in Exhibits A, D, C, D, E, F, and G, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of _____ (“Event”) and none other.

2. Schedule of Licensed Premises:

Owner’s Initials	PREMISES DATES AND TIMES OF USE	APPLICABLE EXHIBITS	Permit Holder’s Initials
	A-1 General Facilities Space: _____, _____ Bldg. Date(s): _____	Exhibit A Exhibit B Exhibit E	

	Time(s): _____ Purposes: _____	Exhibit G	
Owner's Initials	PREMISES DATES AND TIMES OF USE	APPLICABLE EXHIBITS	Permit Holder's Initials
	A-2 Additional General Facilities/ Space _____, _____ Bldg. Date(s): _____ Time(s): _____ Purposes: _____	Exhibit A Exhibit B Exhibit E Exhibit G	
	B. Lodging Single Rooms: _____, _____ Bldg. Double Rooms: _____, _____ Bldg. Date(s): _____ Check-In Time: _____ Check-Out Time: _____	Exhibit A Exhibit B Exhibit C Exhibit F Exhibit G	
	C. Food Service _____, _____ Bldg. Date(s): _____ Time(s): _____ Types of Service: _____	Exhibit A Exhibit D Exhibit F	
	D. Parking _____ Spaces, Lot/ Building _____ Date(s): _____ Time(s): _____	Exhibit A Exhibit E Exhibit F Exhibit G	
	E. Support Staff, Energy Surcharge, COVID-19 Sanitation Surcharge Technical: _____ personnel needed Police: _____ personnel needed Plant Operations: _____ personnel needed Energy Surcharge: _____ COVID-19 Sanitation Surcharge: _____ Setup/Breakdown: _____	Exhibit A Exhibit E Exhibit F	

	Date(s): _____ Time(s): _____		
--	-------------------------------	--	--

3. Consideration. In consideration of Owner's willingness for Permit Holder to occupy, use, and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of the Rental Fees, in addition to any other charges as outlined in the Summary of Fees below, such sums to be paid to Owner prior to the first use of the Premises, unless other arrangements are agreed to in writing. All checks should be made payable to East Georgia State College.

4. Summary of Fees:

PART A-1 Facility Fees	_____ @ _____ =	\$ _____
PART A-2 Facility Fees	_____ @ _____ =	\$ _____
PART B Lodging	Single: _____ @ _____ =	\$ _____
	Double: _____ @ _____ =	\$ _____
PART C Food	_____ Meals @ _____ per meal =	\$ _____
	Miscellaneous: _____ =	\$ _____
	Miscellaneous: _____ =	\$ _____
PART D Parking	_____ Spaces for _____ days Parking location(s): _____	
PART E Staff / Surcharge	Technical: _____ @ _____ =	\$ _____
	Police: _____ @ _____ =	\$ _____
	Plant Ops: _____ @ _____ =	\$ _____
	Sanitation Surcharge: _____ @ _____ =	\$ _____
	Setup/Breakdown: _____ @ _____ =	\$ _____
	Energy Surcharge: _____ @ _____ =	\$ _____
Total Fees	To be paid no later than: _____	\$ _____
Deposit	Insurance received on: _____	
	Refundable Deposit (\$250) paid on: _____ Ck: _____	
	Catering Deposit paid on: _____	\$ _____
Grand Total		\$ _____

5. No Assignment. The permit, use, and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person, or entity whatsoever.

6. Parties' Representatives and Notice. All notices required by this Agreement shall be by certified mail or hand delivered to the following representatives:

Owner's Representative: Harley Smith, Director of Institutional Advancement and Community Relations
131 College Circle
Swainsboro, Georgia 30401
Telephone: (478) 289-2464 | Fax: (478) 289-2465 | email: hdsmith@ega.edu

Permit Holder's Representative:

Name, Title: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

7. Indemnification. Unless a state agency or entity are constitutionally prohibited from doing so, Permit Holder indemnifies and holds harmless the Owner, the College, and the State of Georgia and all of their respective officer, members, employees, and directors (collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs, or expenses, including attorney's fees, due to liability to third 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 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 Authority Liability Trust Fund, the State Employee Broad Form Liability 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.

8. Insurance. Permit Holder shall, at its own cost and expense, obtain and maintain Event Insurance or Commercial General Liability Insurance with the coverage and limits provided herein. The Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of OCGA 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	Limits
Personal Injury and Advertising	\$1,000,000 per Occurrence
Contractual	\$1,000,000 per Occurrence

Fire Legal	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 per Occurrence

Permit Holder 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 per occurrence. If user elects to obtain Event Insurance, the coverage will include the above events with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Please contact EGSC Director of Institutional Advancement and Community Relations for more details. The policies shall cover the period of the Permit Holder's occupancy and use of the premises, 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 officer, agents, and employees of the College and the Board of Regents as additional insured, but only with respect to claims that are not covered by the Georgia Tort Claims Act (OCGA Section 50-21-20 et seq.).

Permit Holder shall furnish EGSC Director of Institutional Advancement and Community Relations with a copy of the policy and evidence of full payment of the premium thereon at least forty eight (48) hours prior to occupancy and use of the premises; and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.

9. Cancellation for Force Majeure. In the event of fire, windstorm, 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 uses or events permitted hereunder shall be made impossible by strike, riot, or other cause not within the control of the Owner, this contract shall stand canceled and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

10. Stipulations and Exhibits. The stipulations, provisions, covenants, agreement, terms and conditions, contained in the following exhibits attached hereto and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties hereto:

- Facilities License Summary & COVID-19 Acknowledgement
- Exhibit A General Provisions
- Exhibit B Programs Serving Minors (non-students)
- Exhibit C Lodging Accommodations
- Exhibit D Food Services
- Exhibit E Parking
- Exhibit F Alcoholic Beverage Policy
- Exhibit G Tobacco and Smoke Free Campus Policy

11. Entire Agreement. This Agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than as herein set forth. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this license agreement and COVID-19 acknowledgement to be signed as of the date and year above stated.

PERMIT HOLDER

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA
EAST GEORGIA STATE COLLEGE**

By: _____

By: _____
David L. Schecter, President

Date: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Permit Holder's Federal Tax ID / Social Security Number: _____

EXHIBIT A - GENERAL PROVISIONS

1. **Licensed Premises.** All facility uses and accommodations shall be by this Exhibit A. Lodging accommodations, if any, shall be described and governed by Exhibit B. The Licensed Premises is provided and accepted by Permit Holder “as is, where is, and with all faults.” If Owner is unable to provide part or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder.
2. **Facilities Scheduling, Usage and Fee Policy:** All facility uses are subject to the *EGSC Facilities Scheduling, Usage and Fee Policy*. Permit Holder acknowledges receipt of and agrees to the terms of the *EGSC Scheduling, Usage and Fee Policy*:
<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/09-campus-facilities-usage-and-scheduling-policy.html>
3. **Political Activities and Events:** Please see the EGSC Political Activities Policy for use of the facilities for political events and activities:
<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/08-political-activities-policy.html>
4. **Cancellation.** If Permit Holder cancels this Agreement fifteen (15) days or more before the earliest reserved date, it shall forfeit any deposit paid and be liable to the Owner for direct costs incurred in preparation to fulfill Owner’s obligations under this Agreement. If Permit Holder cancels this Agreement less than fifteen (15) days of the earlier reserved date, Permit Holder shall forfeit any deposit paid and agrees to pay said direct costs and liquidated damages for its lost business opportunity at a rate of \$25 per day for facilities, and \$10 per day per room for accommodations.
5. **Guarantee.** Permit Holder shall provide Owner with final guaranteed numbers for conference attendance, and if applicable, for lodging and food service, no later than ten (10) working days before the earliest reserved date. Owner does not guarantee availability of facilities, food, or lodging which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.
6. **Terms of Payment.** A preliminary bill will be developed based on the final guaranteed attendance figures provided by Permit Holder. Payment of the preliminary bill is due not later than the first day of the Event(s). After the completion of the Event(s), a final bill summarizing all fees, charges, deposits, and payments will be submitted to Permit Holder. Permit Holder shall pay Owner for all unpaid charges within thirty (30) days after receipt of final bill.
7. **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 Owner under this Agreement shall, at the option of 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 sixty (60) days past due shall be subject to a service charge of one and one-half (1½ %) per month, constituting an annual rate of simple interest of eighteen (18%). Permit Holder shall reimburse the Owner for all collection costs, including professional and attorney’s fees, and all other expenses incurred in enforcing the 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 collection of the sums due and owing, the Owner shall be entitled to all costs and expenses of litigation, including attorney’s fees.
8. **Taxes.** Unless Permit Holder provides Owner with evidence of tax-exempt status, Permit Holder shall be responsible for the payment of all local, state, and federal taxes which may be imposed under this Agreement.
9. **Sale of Food.** All food sales and/or concessions shall be operated by the College’s Dining Services. No food may be brought onto the premises except by arrangement with the College. Should concessions be requested by the Permit Holder, such request should be directed at the College’s Dining Services (478) 289- 2134 or 478-289-2041 and should be booked at least two

weeks in advance of the date of the Event(s). A deposit of 50% is required at the time of reservation, and payment in full is required one week prior to the event date. 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 Exhibit D, attached hereto and incorporated herein by reference.

10. **Event Staffing.** Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, stage hands, clean up, and any other necessary labor for the Event(s). If such staff is procured through the Owner, payment for such support staff will be charged to Permit Holder and paid as part of this license agreement.
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 the permit Holder's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to the Owner for approval prior to any distribution. Owner agrees that any revenues generated from radio and television shall be for the account of Permit Holder. **All such broadcasts, however, shall clearly indicate that the Owner or the Board of Regents of the University System of Georgia is not a sponsor of the Event(s).**
12. **No Use of Owner's Name, Logo, or Trademark.** All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by Permit Holder shall in no fashion whatsoever state or imply support or sponsorship of the Owner, the College, or the State of Georgia 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 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 the necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder shall further be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses 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 outlined above.
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 are in or about the premises. Permit Holder 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 as provided in the *EGSC Facilities Usage, Scheduling and Fee Policy*. Clean-up following the Event(s) shall be the responsibility of the Permit Holder and is secured by a prepaid and refundable deposit to College. Permit Holder shall be responsible for removal of any trash from the floors of the premises and lobby. With prior arrangements, clean-up may be handled by the Owner's staff or concessionaires and paid for by the Permit Holder.
18. **Permit Holder's Property Brought onto the Premises.** All property brought onto the premises by the Permit Holder, its members, participants, invitees, shall be at the sole risk of the Permit Holder. The Owner shall not be responsible for such property or liable for any damages or injury to the Permit Holder, its members, participants, invitees, agents or employees. Responsible Party understands that due to EGSC's prior and continuing facilities bookings, multiple group engagements will often occur simultaneously or immediately prior to or after this event. For this

reason, no theatrical set, equipment, clothing, boxes, or materials necessary for the event may be stored in the licensed premises. Any items left following an event will be disposed of promptly by College.

- 19. Supervision by Permit Holder.** Permit Holder understands that EGSC is a viable campus with college classes, meetings, workshops, local school visitations, and community events and meetings occurring simultaneously in various locations. The Permit Holder and its employees, agents, guests and invitees shall have access only to the licensed premises and a restroom facility located nearby. So as not to disturb campus activities, the Permit Holder agrees to provide reasonable supervision of its employees, agents, guests, and invitees while in the licensed premises for the dates and times noted below.
- 20. No Alterations or Improvements.** Permit Holder shall make no alterations in or additions to the premises.
- 21. Parking.** Permit Holder understands and agrees that parking facilities are adjacent to or near the premises may be limited. Any arrangements for the availability of parking facilities and charges shall be made with the Owner and included on Exhibit E.
- 22. Compliance with Alcoholic Beverage Policy.** At all times while on the premises Permit Holder shall comply with the *East Georgia State College Alcoholic Beverage Policy* and shall ensure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit F.
- 23. Compliance with Tobacco and Smoke Free Campus Policy.** Premises are designated as a Tobacco and Smoke Free campus and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges receipt of a copy of the *East Georgia State College Tobacco and Smoke Free Campus Policy* as set forth on Exhibit G.
- 24. Compliance with Programs Serving Non-Student Minors Policy.** Permit Holders that operate events that provide for the care, custody, or control of non-student minors shall take precautions to assure the safety and well-being of non-student minors and College property, and to release the owner and College from any liability in conjunction with the use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with the *East Georgia State College Minors on Campus Policy*, as set forth on Exhibit B. At any time, the institution may request, and must be promptly provided with, copies of all pre0screening and training verification.
- 25. Compliance with Fire Safety Standards.** In accordance with the 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, and 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, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments, and opening or ways of access to public utilities of the premises.
- 26. Compliance with All Applicable Laws, Rules, and Regulations.** Permit Holder agrees that every member connected with the Event(s) shall abide by, confirm to, and comply with all laws, rules and regulations of the United States, State of Georgia, and Local Government.
- 27. 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 at the Owner's sole discretion.
- 28. Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.
- 29. Special Rules for Appearances of Celebrity Personalities.**
 - a. In the event that the personal appearance of a celebrity personality is contemplated for the Event, no substitutions for such personalities or stars shall be made without the express written consent of the Owner.

- b. Radio or television broadcasts originating on or about the Licensed Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered into between the parties hereto.
- c. If the planned personality defaults on the appearance, the liability of the Owner shall be limited to the return of the permit fees charges, so long as the default is deemed by the Owner to be not the fault of the Permit Holder. In all other circumstances, the permit fees will be forfeited to the Owner.
- d. If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the Event(s), such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all such costs of such personnel utilization.

30. General Rules for Sudie A. Fulford Community Learning Center

- a. Fulford Center scheduling is completed through the Director of Institutional Advancement and Community Relations at 478-289-2464. Cancellations may incur facilities charges unless the cancellation occurs at least 48 hours prior to the scheduled event.
- b. Rental fees will be calculated based on the user's total number of hours of usage and include rehearsal of event, event set up, and actual event and any other pre and post event staging or clean up.
- c. Permit Holder acknowledges receipt of the *Sudie A. Fulford Facilities Usage and Scheduling Policy* agrees to comply with all policies contained therein.
- d. All events must be over by 11 p.m. with clean-up completed within the hour.
- e. Nothing shall be driven into, fastened on, or in any way placed in contact with the walls, ceilings, or other structural areas of the building.
- f. The Fulford Center capacity for an event is 367 people.
- g. Furniture is not to be dragged on carpeting and must be returned to its original location.
- h. Abusive language and disruptive behavior affecting patrons of the Fulford Center or staff shall be reason to remove an individual or group from the building following appropriate and specific warnings.
- i. No solicitations or private sales may take place in the Fulford Center.
- j. All users of the Fulford Center shall be expected to share in the responsibility for its proper use, cleanliness, and care.

EXHIBIT B – MINORS ON CAMPUS POLICY

If Permit Holder operates a program or activity that provides for the care, custody or control of non-student minors, Permit Holder shall be governed by and comply with the provisions of the *East Georgia State College Minors on Campus Policy*:

<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/09-minors-on-campus-policy.html>

EXHIBIT C – LODGING ACCOMMODATIONS

1. **Accommodations.** Owner agrees to provide the Permit Holder accommodations based on the guaranteed number of participants. Accommodations for additional participants shall be on a space-available basis only. If Permit Holder cancels lodging 15 days or more before the earliest reserved date, it shall forfeit any deposit paid. Permit Holder shall be responsible for the applicable fees for total actual participants or for estimated participants, whichever is greater. Permit Holder shall be responsible for any loss of damage to any of Owner's property.
2. **Check-in and Check-out.** Check-in and Check-out times are as set forth in the Schedule of Licensed Premises. Early arrivals and/or late departures must be arranged in advance with the Director of Institutional Advancement and Community Relations.
3. **Assignment.** In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and Owner does not furnish other accommodations, this Agreement for lodging accommodations shall terminate.
4. **Personal Property.** Permit Holder agrees that Owner shall not be responsible for loss or damage to personal property of Permit Holder's participants through fire, theft, or other causes.
5. **Room Keys/Cards.** Each participant may check out only his or her room key card. The charge for a lost room key card is \$20.
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. **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 an epidemic, emergency, or any other reason in accordance with the Owner's policies.
8. **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 concerning health, safety and public order. 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 alcohol or drugs may be consumed or brought onto Owner's property; see Exhibit F.
 - b. No smoking or tobacco use on campus; See Exhibit G.
 - c. No firearms, weapons, ammunition (except as specifically allowed by applicable federal and state law) or fireworks, explosives or highly flammable materials will be permitted within Owner's building or on Owner's property.
 - d. No animals will be permitted in rooms or apartments or in Owner's buildings without prior written permission of Owner.
 - e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.
 - f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with electrical or mechanical fixtures, placement of antennas or appliances out of windows, removal or addition of furniture.
 - g. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail, or screw without permission of Owner.
 - h. No tampering with or removal of windows from any part of any Owner's building.
 - i. No tampering with the fire system or firefighting equipment.
 - j. No removal of lounge or common area furniture into individual rooms.
 - k. No gambling or solicitation in any form.
 - l. No parking in the service or fire lanes adjacent to the Owner's buildings.

EXHIBIT D – FOOD SERVICES

1. Sale of Food. East Georgia State College operates Dining Services and provides catering services to all users of any College facility. The College holds a first option to provide catering services for all on campus events. Dining Services may be contacted at 478-289-2134 or 478-289-2041 during normal business hours for menus, pricing, and more detailed information. If Dining Services declines the Permit Holder's catering offer, Dining Services will provide written notice to user, and upon receipt of the notice, user may contract with outside caterers. Permit Holder must provide written notice of the name of outside caterer to EGSC Dining Services, 131 College Circle, Swainsboro, Georgia 30401 or runderwood@ega.edu. Outside caterers will not be permitted to use any campus kitchen facilities, equipment, or small wares to prepare or provide their services.
2. All food services should be booked at least two (2) weeks in advance. A deposit of 50% is required at the time of reservation, and payment in full is required one week prior to the event date.

EXHIBIT E - PARKING

- 1. Lodging Facilities.** Parking is limited to one vehicle per bed with the license plate noted on the lodging reservation form. Parking lots P9 and P14 may be used for parking on a space available basis.
- 2. Meeting Facilities.** Parking for meetings and conferences will be designated near the meeting facilities and noted with appropriate temporary parking signage. No permit is needed.
- 3. Oversized Vehicles.** Any oversized vehicle or bus must be parked in the P3 and P13 lots. Appropriate signage will be placed at the lots, and the assigned lot will be communicated by the Athletic Director (if an athletic event) or the Director of Institutional Advancement and Community Relations (all other events).
- 4. Parking Violations.** Violations of the parking rules may subject the vehicle owner to citation and fine. Such citations will be issued by the EGSC Police Department. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the License Agreement. EGSC Parking and Transportation Policy:
<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/13-parking-and-transportation-policy.html>
- 5. No Liability of Owner.** Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Owner assumes no responsibility for loss or damage to any vehicle or its contents however caused. Owner disclaims all liability from use of any parking space.

EXHIBIT F – ALCOHOLIC BEVERAGE POLICY

Possession or consumption of alcoholic beverage is prohibited on campus. Certain limited exceptions exist and require prior approval of the President. Permit Holder agrees to abide by the provisions of the *East Georgia State College Alcoholic Beverage Policy*:

<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/09-alcoholic-beverage-policy.html>

EXHIBIT G – TOBACCO AND SMOKE FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, East Georgia State College adopted a Tobacco and Smoke Free Campus Policy. Permit Holder agrees to abide by the provisions contained in the *East Georgia State College Tobacco and Smoke Free Campus Policy*.

<https://www.ega.edu/about/at-a-glance/policies-and-procedures-of-the-college/09-tobacco-free-campus-policy.html>