

## GHC REVOCABLE LICENSE AGREEMENT

**This Revocable License Agreement** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia Highlands College ("GHC") and \_\_\_\_\_ ("Licensee").

### WITNESSETH:

**Whereas**, GHC owns certain space located at \_\_\_\_\_ (the "Campus Site"); and

**Whereas**, Licensee desires to enter into a license with GHC to utilize a portion of the Campus Site for Licensee's business purposes on a temporary basis;

**Now, therefore**, in consideration of the covenants, conditions and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### 1. LICENSED PREMISES.

GHC hereby grants to Licensee, and Licensee hereby accepts from GHC, a revocable license, subject to the terms, conditions, and provisions of this Agreement, to utilize that portion of the Campus Site referred to as \_\_\_\_\_ (the "Licensed Premises"). The Licensed Premises is further described in the GHC Reservation Form, attached hereto as Attachment "A." GHC reserves the right to designate parking spaces (if any) to be utilized by Licensee as indicated in the Reservation Form. Attachments to this Agreement are by reference made a part hereof. Failure of Licensee to comply with any provision stated herein shall be considered grounds for immediate termination of this Agreement by GHC. *initial for "A":* \_\_\_\_\_

### 2. USE OF LICENSED PREMISES.

- a. At its sole cost, expense, risk and responsibility, Licensee may use the Licensed Premises for the following purpose(s) only: \_\_\_\_\_ (the "Event"). Licensee and its employees, agents, contractors, invitees, or other persons admitted to the Licensed Premises by Licensee (the "Attendees") shall not exceed \_\_\_\_\_ individuals.
- b. Licensee and Attendees shall conduct only those activities described above (§2.a) for the Event, and said activities shall be limited to the Licensed Premises.
- c. The Licensed Premises is provided to and accepted by Licensee "AS IS, WHERE IS" with all faults. If GHC is unable for any reason to provide part of or all of the Licensed Premises specified in this Agreement, GHC shall give prompt notice thereof to Licensee.
- d. Licensee shall not in any way whatsoever use GHC's name or state or imply the support of GHC, the University System of Georgia, or the State of Georgia for the Event of Licensee.
- e. GHC shall have access to the Licensed Premises for the duration of the period Licensee is permitted to occupy, use and enjoy the Licensed Premises under this Agreement.
- f. GHC reserves the right to refuse admittance to or remove from the Campus Site and the Licensed Premises any person or persons found objectionable by GHC in its sole discretion.
- g. Licensee shall in no way injure, damage, mar or deface any portion of the Campus Site or the Licensed Premises, including but not limited to the floors, walls, ceilings, furniture, fixtures, equipment or systems.
- h. Licensee shall make no alterations in or additions to the Licensed Premises without the prior express written consent of GHC. If any alterations or additions are allowed, such alterations or additions will be made in accordance with the GHC Health and Safety Guidelines for facilities usage (the "Health

- and Safety Guidelines”), Attachment “B”. *initial for “B”*: \_\_\_\_\_
- i. Licensee shall be responsible for basic cleanup of the Licensed Premises as described in the Health and Safety Guidelines.
  - j. All property brought onto the Licensed Premises by Licensee or the Attendees shall be at the sole risk of Licensee. GHC shall not be responsible for any such property or liable for any loss, damage or injury thereto.
  - k. GHC may require, at its sole discretion, additional officers from the office of Campus Safety to accommodate certain Events including those with 50 or more Attendees or those with a duration scheduled outside the scope of GHC’s regular business hours. Said addition of staff officers shall be indicated in the Reservation Form. Licensee will be responsible for payment of all costs associated with these officers.
  - l. An Event that includes the use of GHC’s technology resources, including computers, networks, and audiovisual equipment, shall be permitted only in accordance with the GHC Information Technology Acceptable Use Policy (the “IT Policy”), Attachment “C”. Said use of AV/IT resources shall be indicated in the Reservation Form, and execution of this Agreement shall serve as Licensee’s acknowledgement and acceptance of the IT Policy. *initial for “C”*: \_\_\_\_\_
  - m. The service of food or beverages at the Event shall be permitted only through a catering contract with a food service vendor named on GHC’s list of approved caterers. Licensee will be required to make all related agreements, contracts, and payments directly to said vendor. A copy of the executed catering contract shall be attached hereto as Attachment “D” prior to the Event. *initial for “D”*: \_\_\_\_\_
  - n. An Event that includes the presence, possession, service, or consumption of alcoholic beverages shall be permitted only with express approval of the GHC President or Campus Dean and in accordance with the alcohol policies of GHC (the “Alcohol Policy”), Attachment “E”. Such approval shall be obtained prior to the execution of this Agreement. *initial for “E”*: \_\_\_\_\_
  - o. GHC shall assume no responsibility for loss or damage to any vehicle or its contents from use of any parking space.
  - p. GHC, including the Campus Site and the Licensed Premises, is designated as a no smoking facility. Licensee agrees to advise the Attendees of such policy and to enforce such policy. Licensee will be responsible for any violation of this policy.

### **3. MINORS ON CAMPUS**

1. Georgia Highlands College 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 GHC’s policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below.
2. Duty of Care. Permit Holder shall operate such program/activity in a reasonably safe manner.
3. 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.
4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction 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.
5. 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.
6. Training. Permit Holder shall review GHC Training and provide additional 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. Permit Holder must also review and abide by GHC Code of Conduct.

7. **Safety and Security.** Permit Holder consents to protect and guarantee the safety of program participants, as well as to set up procedures for securely picking up and dropping off program participants, reporting staff misconduct, and reporting participant misconduct. The holder of the permit consents to set up security measures (such as meeting places and retreat routes in case of mishap, as well as procedures for handling weather alerts, accidents, and lost persons), and to notify program participants of these measures.
8. **Reporting Obligations.** Criminal activity should be reported immediately to the Institution's campus police department at (706) 295-6347. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary. If an emergency, dial 911.
9. **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 at (706) 295-6347 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 should also report the situation to the Program Sponsor/Host. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

#### **4. DURATION.**

Licensee may use the Licensed Premises commencing on \_\_\_\_\_ at \_\_\_\_\_ and continuing until \_\_\_\_\_ at \_\_\_\_\_ (the "Event Date"), unless previously revoked or terminated pursuant to the terms of this Agreement. If not previously revoked or terminated, this Revocable License shall stand revoked and terminated, without the necessity of GHC giving any notice to Licensee on \_\_\_\_\_ at \_\_\_\_\_.

#### **5. REVOCATION.**

This Agreement merely grants to Licensee a revocable license. Regardless of any and all consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and all rights, privileges, or interests hereby granted shall be subject to immediate revocation by GHC with or without cause. Following revocation, Licensee shall have no right whatsoever to be or remain on the Licensed Premises. At its sole cost and expense, Licensee shall remove its property from the Licensed Premises prior to termination of this Agreement. Notwithstanding anything contained herein to the contrary, GHC may revoke this Agreement at any time it determines in its sole discretion that the use of the Licensed Premises by Licensee is not in compliance with the terms of this Agreement.

#### **6. PAYMENT.**

- a. **Amount.** In consideration of the license granted under this Agreement, Licensee shall pay GHC the sum of \$ \_\_\_\_\_ (consisting of a license fee of \$ \_\_\_\_\_ [the "License Fee"] and a security/damage deposit of \$ 0 \_\_\_\_\_ [the "Security Deposit"] as detailed in the Reservation Form). (Security and Custodial fees, are not included in this quoted amount). Such sum shall be paid to GHC at a campus business office prior to the time of execution of this Agreement. Payment options include cash, check (personal, electronic, or cashiers), or money order.
- b. **Cancellation.** If Licensee provides GHC notice of cancellation of this Agreement more than thirty (30) days prior to the Event Date, GHC will refund to Licensee the License Fee and the Security Deposit,

less \$50 for processing. Reimbursement shall be made to Licensee within thirty (30) days of such notification. Cancellation of this Agreement received by GHC less than thirty (30) days prior to the Event Date shall result in Licensee's forfeit of the License Fee and Security Deposit.

- c. Deposit. The Security Deposit paid by Licensee to GHC shall be reimbursed to Licensee within thirty (30) days of the Event Date provided all guidelines stated herein are met by Licensee. Costs incurred by GHC from cleanup, damage, or injury caused by Licensee or Attendees shall be reimbursed, in part or in whole, from the Security Deposit paid by Licensee. Costs above and beyond the amount of the Security Deposit shall be paid by Licensee within thirty (30) days of delivery of invoice by GHC to Licensee.
- d. Incidental Services. If requested by Licensee during the term of this Agreement, GHC may provide incidental services such as access to copiers, scanners, printers or facsimile machines (the "Incidental Services"). Costs of Incidental Services incurred by GHC shall be reimbursed, in part or in whole, from the Security Deposit paid by Licensee. Costs above and beyond the amount of the Security Deposit shall be paid by Licensee within thirty (30) days of delivery of invoice by GHC to Licensee. AV/IT resources shall NOT be provided as Incidental Services and must be indicated on the Reservation Form at the time of execution of this Agreement.
- e. Collection. Any amount not paid when due shall bear interest at the rate of 1.5% per month. All delinquent debts and obligations to GHC may be appointed to an agency for further legal collection action. Said accounts appointed to a third party for legal collection will be subject to an additional cost up to the maximum allowed by law in addition to the original amount owed to GHC.

#### **7. INDEMNIFICATION AND RELEASE.**

- a. The rights and privileges hereby granted to Licensee are to be used and enjoyed at the sole risk and responsibility of Licensee. As partial consideration for the rights granted under this Agreement, Licensee hereby fully releases and discharges GHC, the University System of Georgia, the State of Georgia, and their respective officers, directors, employees, agents, representatives, agencies, and instrumentalities from all loss and liability of any nature that is in any way related to or connected with Licensee's activities pursuant to this Agreement.
- b. Licensee shall indemnify and hold harmless GHC, the University System of Georgia, the State of Georgia, and their respective officers, directors, employees, agents, representatives, agencies, and instrumentalities from and against any and all claims, demands, liabilities, losses, costs, or expenses, including but not limited to bodily injury, death, personal injury, property damage, attorneys' fees, and court costs, caused by, growing out of or otherwise occurring, directly or indirectly, as a result of this Agreement or Licensee's use of the Licensed Premises. This indemnification shall apply whether (i) the activities involve third parties or employees, contractors, agents, or invitees of Licensee or any state entity or political subdivision as well as Licensee itself, its employees, contractors, agents, or invitees; or (ii) a state entity or political subdivision is partially responsible for the situation giving rise to the claim. This indemnification shall extend to the successors and assignees of Licensee and shall survive the termination of this Agreement. If and to the extent the damage or loss is covered by both this indemnification and any applicable insurance fund maintained by GHC, Licensee shall reimburse to the affected fund all monies paid out by the fund. To the full extent permitted by applicable law, Licensee and its insurers waive any right of subrogation against GHC, the University System of Georgia, the State of Georgia, and their officers, employees, and agents, the fund and insurers participating thereunder to the full extent of this indemnification.

#### **8. INSURANCE.**

Licensee shall, at its own cost and expense, obtain and maintain Commercial Liability Insurance which shall include, but not be limited to, coverage for personal and contractual liability. The insurance shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. The insurance must cover Licensee's use of the Licensed Premises, name GHC as an additional insured under such policy, and be issued by an insurance company legally licensed and authorized to transact business in the State of Georgia. Licensee shall provide to GHC proof of said insurance for the Event Date prior to the time of execution of this Agreement. Any catering company used by Licensee must also have Commercial Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. If the catering company will be providing service of alcoholic beverages, the insurance must provide coverage for such service. Licensee will provide proof of such coverage to GHC prior to the Event Date.

**9. ASSIGNMENT.**

Licensee may not transfer or assign this Agreement or any of Licensee's rights or privileges under this Agreement without the express prior written consent of GHC, which consent may be given or withheld by GHC in its sole and absolute discretion.

**10. NOTICES.**

All official notices shall be in writing and sent by first class certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by personal hand delivery to the applicable party at the following addresses:

**To GHC:**

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Attention: \_\_\_\_\_

**To Licensee:**

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Attention: \_\_\_\_\_

**11. COMPLIANCE WITH APPLICABLE LAWS.**

Licensee shall comply with all applicable laws, rules, ordinances, and regulations regarding the Licensed Premises, as well as all applicable rules and regulations of GHC regarding use of the Licensed Premises.

**12. GENERAL PROVISIONS.**

- a. Time is of the essence of this Agreement.
- b. Nothing contained in this Agreement shall make or be construed to make GHC and Licensee joint venturers or partners in, of, or with each other.
- c. This Agreement shall be construed by the laws of the State of Georgia.
- d. If any provision of this Agreement should be ruled void, invalid, unenforceable, or contrary to public policy by a court of competent jurisdiction, then all remaining provisions of this Agreement shall survive and be applied to the fullest extent possible.
- e. The revocation of the license granted by this Agreement or the termination of this Agreement shall not operate to cut off any claims or causes of action in favor of GHC or Licensee that occurred or arose prior to the effective date of such revocation.
- f. No failure of either party to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- g. This Agreement represents the entire agreement between the parties and may not be amended or altered except in writing signed by both parties.

**In Witness Whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

**GHC:**

Signature: \_\_\_\_\_

Name: Jamie Petty

Title: Vice President for Finance & Administration

**Licensee:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_