

POLICY: 3.3.3. (Il. C. 3.)

Use of Campus Facilities

Revised: April 27, 2004; and January 17, 2001.

Last Reviewed: September 1, 2022; September 16, 2019; September 10, 2018; and June 23, 2005.

Adopted: November 1, 1990.



POLICY:

The Presidents of Technical Colleges shall participate in civic and community functions and activities and promote community participation in college functions and activities.

At the discretion of the Technical College President, Technical College facilities may be made available for community and civic functions that promote the interests of the college and serve to enhance the college's relationship with the community. A President may make reasonable limitations as to time, manner, and place but may not exercise his or her discretion in a manner that discriminates based on the type of group seeking to use campus facilities.

Facilities may also be made available for functions related to business, industry, health, economic development, and the arts, both public and private.

Appropriate charges may be assessed for the use of facilities to cover costs incurred and amortization of equipment and cost of materials.

The President may require, as a condition precedent for using a facility, that a non-governmental organization obtains liability insurance coverage, in a form satisfactory to the President, that additionally ensures the Technical College System of Georgia, including the Technical College and its employees, against any all liabilities and claims that may arise out of the organization's use of the facility.

RELATED AUTHORITY:

O.C.G.A. § 20-4-11 – Powers of Board.

O.C.G.A. § 20-4-14 – TCSG Established; Powers and Duties.

Attachment 3.3.3.a1. Suggested License Agreement Form

Last Reviewed: September 1, 2022; and September 16, 2019.

[Attachment: 3.3.3.a1.] Use of Campus- License Agreement

STATE OF GEORGIA

COUNTY OF _____

LICENSE AGREEMENT COVERING THE USE OF

NAME OF THE BUILDING OR FACILITY

OF _____ TECHNICAL COLLEGE

THIS AGREEMENT, entered into the _____ day of _____ 20_____,
by and between _____ Technical College, whose address is
_____, _____ (city), Georgia _____ (zip
code) herein-after referred to as "Licensor", and
_____, whose address is
_____, _____,
_____, hereinafter referred to as "Licensee".

WITNESSETH THAT:

IN CONSIDERATION of the mutual agreements outlined in this Agreement:

A. Grant of License: Licensor grants to Licensee, and Licensee hereby accepts
and agrees to exercise a license to and for the use of the Licensed Facilities at
_____, _____ Technical College,
_____ (city), Georgia, made available to Licensee for the times and periods
described in Paragraph A.3 (hereinafter collectively referred to as the "facilities").

A.1. Licensed Facilities: Licensee shall have access to and use of the
following area(s) of said Licensed Facilities:

Auditorium(s):

Conference Room(s): _____

Catering Kitchen: _____.

Technical Room: _____.

Computer Room: _____.

Other: _____.

A2. Purpose. The license is granted, and Licensee shall have access to said facilities and shall use the facilities solely to conduct the following activities:

(a)

Use: _____

A.3. License Period and Fees: The license is granted to Licensee for a period:

(a) Beginning at _____ o'clock ____ M., on the _____ day of _____, 20____, and ending at _____ o'clock ____ M., on the _____ day of _____, 20____. [Multiple days and / or days with differing hours of license period should be listed similarly and attached as Exhibit B to this Agreement.]

(b) Licensee agrees to pay Licensor the total fixed amount of

(\$_____) for the use of said facilities, payable \$_____ at the execution of the Agreement and \$_____ forty-eight (48) hours before the use of said facilities.

(c) The Licensee will be responsible for damages beyond normal wear and tear to the Licensed Facilities.

(d) Security Deposit: A Security Deposit is/is not (circle one) required of Licensee in the amount of \$_____ and is due at the signing of this License Agreement. This Security Deposit will cover any damages beyond normal wear and tear to the Licensed Facilities and equipment. If no damages occur, Security Deposit will be refunded in full.

(e) Cancellation Policy: Cancellation of this License Agreement by Licensee more than 30 days prior to the beginning of the license period is allowed, and Licensee will be refunded all monies and deposits paid, less a \$_____ administrative fee. Cancellation of this License Agreement by Licensee less than 30 days but more than seven days prior to the beginning of the license period is allowed, and Licensee will be refunded all monies and deposits paid, less a \$_____ fee to cover administration and potential loss of use. Cancellation of this License Agreement by Licensee less than seven days prior to the beginning of the license period is allowed only by permission of Licensor and, if allowed, Licensee will be refunded all monies and deposits paid, less a \$_____ fee to cover administration and potential loss of use.

Cancellation of this License Agreement by the Licensor more than seven days prior to the beginning of the license period is allowed. The Licensee will be refunded all monies and deposits paid. Cancellation of this License Agreement by Licensor less than seven days

prior to the beginning of the license period is allowed if the same is necessary for Licensor to meet its business functions due to unforeseen conditions arising contemporaneously. In these circumstances, Licensee will be refunded all monies and deposits paid.

A.4. Equipment: The Licensee is entitled to the routine use of basic fixtures and equipment located in the Licensed Facilities except required herein. All audio/visual / computer equipment must be reserved and specified in advance, and there may be a rental charge for some equipment. Licensee should present Licensor with a list of desired equipment for the License Period prior to signing the License Agreement, and should there be a charge for the use of said equipment or if said equipment is not available, Licensor shall inform Licensee within seven days or no later than seven days prior to the License Period. Should the parties agree to Licensee using Licensor's equipment, the list of said equipment and any charges thereto should be signed by both parties and attached to this License Agreement.

B. Indemnity: The Licensee, in using Licensor's facilities, assumes full responsibility for all claims arising out of Licensee's use of said facilities for personal injury, loss of life, theft, damages, or otherwise, and waives releases and agrees to indemnify and save harmless Licensor and its respective officers, employees, and agents from all liabilities, and the cost and expense of defending all claims of liability, arising out of Licensee's use of said facilities to the extent permitted under Georgia law.

C. Notice: Written notices under this Agreement shall be given by first class mail, addressed to Licensor:

_____ Technical
College, Attention: _____

And, in the case of the Licensee:

D. The parties acknowledge and agree that neither party shall discriminate against a person(s) based on race, color, sex, creed, national origin, age, or handicap.

E. Alcoholic Beverages are prohibited explicitly unless there is attached hereto as Exhibit C a separate agreement signed by the college president entitled "Request For Approval to Serve Alcoholic Beverages and Approval."

F. Entire Agreement: This Agreement consists of (i) this License Agreement and (ii) the Terms and Conditions of License Agreement, attached hereto as Exhibit "A" and made a part hereof.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused it to be signed by their representatives on the day, and date first set out above.

LICENSOR:

By: _____

/s/ (Signature of Authorized Representative)

OF _____ TECHNICAL COLLEGE

(Print or Type Name of Authorized Representative)

Title or Position: _____

LICENSEE:

(Print or Type Name of Licensor)

By: _____

/s/ (Signature of Authorized Representative)

(Print or Type Name of Authorized Representative) Title

or Position: _____

ACKNOWLEDGMENT:

Licensee hereby acknowledges receipt of a copy of the Terms, Conditions, Rules, and Regulations this _____ day of _____, 20_____, and hereby accepts and agrees to abide by said terms, conditions, rules, and regulations.

By:

/s/ (Signature of Authorized Representative of Licensee)

EXHIBIT "A"

TERMS, CONDITIONS, RULES, AND REGULATIONS OF THE _____ (Building or Facility Name) of _____ Technical College

1. Scope of License:

1.1 Period. The license is granted for each facility for the entire License Period. However, if a lesser period is stated for any mainly listed facility or building, the stated period is the License Period for that facility.

1.2 Other Uses. Licensor may permit others (i) to obtain access to the Licensed Facilities, (ii) to use the Licensed Facilities listed in Paragraph A.3 at times other than that for which a license is granted to Licensee. However, no other permitted access or use during the License Period will unreasonably interfere with Licensee's operations in the Licensed Facilities during the License Period. The Licensee shall not unreasonably interfere with any other permitted access or use. Licensee shall comply with Licensor's directives issued to ensure that concurrent uses of the Licensed Facilities by Licensee and other users do not disrupt their respective operations in the Licensed Facilities.

1.3 Common Areas. Typical areas of the Licensed Facilities, including the parking area, entrance, lobby, restrooms, hallways, and atrium, which are made available to the Licensee, may also be made available by Licensor for concurrent access and use by others. However, Licensor shall coordinate and schedule Licensee's access and use of common areas of the Licensed Facilities and access and use by others so that Licensee and each other user can achieve the permitted purposes of their respective activities within the Licensed Facilities without undue or unreasonable disruption. Licensee shall comply with Licensor's coordination and scheduling directives issued for this purpose.

2. Fees and Charges for Licensor's Services.

2.1 Suppose upon Licensee's request, or the request of the Licensee's representatives, Licensor provides goods or services other than those stated herein. In that case, the Licensee shall pay for such additional items at Licensor's then prevailing rates. Upon request at the time of the Licensee's order for additional items, the Licensor shall provide the applicable rates and shall not charge more than the quoted rates.

3. Relative Rights of Licensor and Licensee Concerning Goods and Services.

3.1 Exclusive Services. Licensor has the exclusive right to dispense, by gift, sale, or otherwise, all food, beverage, or other consumable products at the Licensed Facilities. Licensee shall not dispense or bring into the Licensed Facilities any of those items. Alcoholic beverages are prohibited unless expressly permitted in writing in the License Agreement.

3.2 Licensee's Rights to Provide Goods and Services. Licensee may provide within the facilities listed in Paragraph A.3 all goods and services appropriate to its permitted use except Exclusive Services listed above.

4. Condition of Facilities, Staffing, and Security.

4.1 General Obligations. The facilities made available to Licensee shall be in substantially the same condition as on the date of the License Agreement.

4.2 Legal Compliance. As made available to Licensee, the facilities shall comply with all governmental requirements, including the Americans with Disabilities Act [ADA], fire, health, and safety codes applicable to Licensor. In addition, Licensor strives to accommodate persons with disabilities and relies on those with disabilities or others concerned for suggestions, or to alert them to barriers to access.

4.3 Staffing. Suppose the Licensor determines that a member(s) of its staff must be present at the Licensed Facilities during the use or License Period when a staff member(s) would not otherwise be present. In that case, the Licensee shall reimburse the Licensor after the Licensee's use for the cost of such staff member(s). (See Schedule of Pay Rates, attached as EXHIBIT "A").

4.4 Security. Upon request, the Licensor may arrange for security personnel. If so requested, or if Licensor determines security personnel are required, which would not otherwise be required, Licensee shall reimburse Licensor for the cost of security personnel.

5. Operations under License.

5.1 Licensor. Licensor retains, and Licensee may not interfere with Licensor's:

- a. Access to the facilities always to exercise its rights or responsibilities.
- b. The right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Licensed Facilities.
- c. If Licensee fails to do so, the right to remove any person who fails to comply with the rules and regulations of the Licensed Facilities or whose removal from the facilities the Licensor in good faith believes is necessary for the safe and orderly operation of the Licensed Facilities.

5.2 Licensee shall:

- a. Use the facilities in a safe and orderly manner.
- b. Comply with the Licensor's regulations and directives governing the safe and orderly operation of the Licensed Facilities.
- c. Conform to all governmental statutes, regulations, ordinances, and directives.
- d. Be responsible for the safety of all of the Licensee's temporary property.
- e. Obtain all licenses and pay all royalties and artist fees necessary to use any patented or copyrighted matter or trade name.
- f. No damage, deface or alter the Common Areas or Licensed Facilities.
- g. Not affix any signs, advertisements, or notices to the facilities or Licensed Facilities, inside or outside, or attached to any part thereof without the Licensor's consent.

h. Not fasten any article, drill holes, drive nails, or screws in the walls, floors, woodwork, or partitions; nor shall Licensee paint or spray paint the walls, floors, woodwork, or partitions; without the consent of Licensor.

6. Duties at the end of License Period.

6.1 Duty to Vacate. By the end of the License Period, the Licensee shall have vacated the facilities, leaving them in the same condition as furnished initially, normal wear and tear only excepted.

6.2 Failure to Vacate. If Licensee fails to vacate the facilities by the end of the License Period, or if Licensee fails to maintain an orderly and timely sequence of work to do so, then Licensor may remove all property brought into the facilities and Licensed Facilities by Licensee or any person admitted to the facilities and Licensed Facilities by Licensee and to restore the facilities. Any property removed by Licensor may be stored or delivered to Licensee or treated as abandoned property and accordingly disposed of. The Licensor is not liable for any damage to or loss of such property during removal, storage, delivery, or disposal. **H o w e v e r** , Licensee shall pay to Licensor all costs incurred by Licensor in effecting removal, storage, delivery or disposal, and restoring the facilities. In addition, unless Licensee's failure to vacate and restore the facilities is due to any Act of God, national emergency, riot, or by a governmental directive to the Licensor, Licensee shall be liable to Licensor for any loss suffered by Licensor if a person who has the right to use the facilities is materially delayed or impaired in its access or use by Licensee's failure to vacate the facilities.

7. Insurance and Indemnity

7.1 Licensee and Other Property. Licensee shall maintain insurance as Licensee deems advisable protecting against loss of or damage to property brought into the facilities by Licensee, and shall require all persons admitted to the facilities by Licensee to maintain such insurance as those persons deem advisable protecting against loss of or damage to property brought into the facilities by those persons. **However, Licensor may require Licensee to obtain and present public liability certification or other insurance for the License Period.** Licensor shall have no liability for any damage to or loss of property brought in the facilities by Licensee or by persons admitted to the facilities by Licensee. Licensee shall look solely to such insurance as Licensee elects to obtain and shall require each person admitted to the facilities to look solely to such insurance as Licensee may elect to obtain for protection against loss of or damage to such property. To the extent permitted under Georgia law, Licensee waives, releases, and agrees to indemnify and save the Licensor and its respective officers, employees, and agents harmless from all liabilities, and the cost and expense of defending all claims of liability, for any loss (from theft or otherwise) of or damage to (i) property brought into the facilities by Licensee or (ii) to property brought into the facilities by any person admitted to the facilities by Licensee or (iii) to property of others as the result of the negligent or wrongful act or omission of Licensee or any person admitted to the facilities by Licensee, in each case ((items (i) through (iii)), regardless of whether Licensee's negligent or wrongful act or omission caused, contributed to or aggravated the loss or damage, and regardless of where such loss or damage occurs.

7.2 Persons.

a. Indemnity. To the extent permitted under Georgia law, Licensee waives, releases, and agrees to indemnify and save Licensor and its respective officers, employees, and agents harmless from all liabilities and the cost and expense of defending all claims of liability, for any

personal or bodily injury to persons, including death, arising out of the use of the facilities by Licensee or by any other person admitted to the facilities by Licensee (i) suffered by Licensee, (ii) suffered by any person admitted to the facilities by Licensee, or (iii) suffered by any other person as a result of the acts or omissions of Licensee or any persons admitted to the facilities by Licensee, in each case ((item (i) through (iii))), regardless of whether Licensee's negligent or wrongful act or omission, caused, contributed to or aggravated the loss or damage, and regardless of where such loss or damage occurs. **In addition, the Licensor may require Licensee to obtain and present public liability certification or other insurance for the License Period.**

8. Assignment; Binding Effect.

8.1 By Licensee: Licensee shall not assign the License Agreement or sublicense the license for any facilities as a whole, or in part, without the prior written approval of the Licensor. Licensor may sell or otherwise grant to others permitted to enter or to use the facilities on terms consistent with the License Agreement between Licensor and Licensee.

8.2 By Licensor: Licensor may assign any of its rights or duties upon notice to Licensee, but any such assignment shall bind the assignee to the License Agreement between Licensor and Licensee.

8.3 Binding Effect on Licensee: The License Agreement is binding on Licensee, its successors, and assigns. The License Agreement is also binding on each person admitted to the facilities by Licensee. As to its obligations to Licensor, Licensee assumes full responsibility for the acts or omissions of anyone who obtains access to the facilities upon the express or implied consent, invitation, or sublicense of Licensee and any person to whom Licensee has granted access by consent, invitation, or sublicense shall be a person admitted to the facilities by Licensee.

8.4 Binding Effect on Licensor: The License Agreement is binding upon Licensor, its successors, and assigns. Licensor may perform any of its rights or obligations directly or through others.

9. No Property Interest: Licensee has not acquired any property interest in the facilities. Licensee has a license revocable by Licensor solely, but only on the terms of the License Agreement.

10. Severability: If any provision of the License Agreement is unenforceable or is unenforceable in a particular application, then, as the case may be, the remaining provisions of the License Agreement and other applications of that provision shall not be affected.

11. A waiver by Licensor: To be binding on the Licensor, any waiver or change to the License Agreement must be in writing and signed by a duly authorized officer of the Licensor.

12. Smoking: Smoking is not permitted in the facility at any time, including load-in/out periods. Licensees and Contractors are expected to observe and support this policy.

13. Emergency Evacuation: Licensor reserves the right to evacuate the premises whenever necessary for public safety.

14. Occupancy Control: The Licensor reserves the sole discretion to restrict the number of

persons on the premises, or in any room or part, at any time, consistent with public safety.

15. Unsafe Conditions: Licensee will immediately correct any unsafe or unsanitary condition, as identified by the Center in its sole discretion, created by the Licensee's occupancy of the premises.