

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

Use of Campus Facilities

Revised: April 27, 2004; January 17, 2001; [Procedure added April 27, 2004]
Last Reviewed: September 16, 2019, September, 10, 2018, 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, the arts, both public and private.

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

The President may require, as a condition precedent for using a facility, that a non-governmental organization obtain liability insurance coverage, in a form satisfactory to the President, that additionally insures 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 the Board
O.C.G.A. § 20-4-14 – TCSG Powers and Duties
Attachment 3.3.3.a1. Suggested License Agreement Form

[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 _____, 200_____,
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 set forth 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
which are 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 for the purpose of conducting 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 _____, 200____, and ending at _____ o'clock ____ M., on the _____ day of _____, 200____. [Multiple days and / or days with differing hours of license period should be listed in a similar fashion and attached as Exhibit B to this Agreement.]

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

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

(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 be maintained to 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 7 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 7 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 Licensor more than 7 days prior to the beginning of the license period is allowed and Licensee will be refunded all monies and deposits paid. Cancellation of this License Agreement by Licensor less than 7 days prior to the beginning of the license period is allowed if the same is necessary for Licensor to meet it's business functions due to unforeseen conditions arising contemporaneously. In this circumstances, Licensee will be refunded all monies and deposits paid.

A.4. Equipment: Licensee is entitled to the normal 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 7 days or no later than 7 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: Licensee, in using Licensor's facilities, assumes full responsibility for any and 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 Licensee:

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

E. Alcoholic Beverages are specifically prohibited 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 _____, 200____, 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 of the facilities for the full License Period. However, if a lesser period is stated for any particularly 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. Licensee shall not unreasonably interfere with any other permitted access or use. Licensee shall comply with Licensor's directives issued for the purpose of ensuring 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. Common areas of the Licensed Facilities, including the parking area, entrance, lobby, restrooms, hallways, and atrium, which are made available to 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 are able to 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 If upon Licensee's request, or the request of Licensee's representatives, Licensor provides goods or services other than those stated herein, Licensee shall pay for such additional items at Licensor's then prevailing rates. Upon request at the time of Licensee's order for additional items, Licensor shall provide the applicable rates and shall not charge in excess of 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 at all times unless specifically 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 as made available to Licensee shall be in substantially the same condition as it exists on the date of the License Agreement.

4.2 Legal Compliance. The facilities, as made available to Licensee, shall be in compliance with all governmental requirements, including Americans with Disabilities Act [ADA], fire, health, and safety codes applicable to Licensor. 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. If Licensor determines that a member(s) of its staff must be present at the Licensed Facilities during the use or License Period, when staff member(s) would not otherwise be present, then Licensee shall reimburse Licensor after 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, 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 at all times 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. The right, if Licensee fails to do so, 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 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 Licensee's temporary property.

e. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted matter or any trade name.

f. Not in any way 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 End of License Period.

6.1 Duty to Vacate. By the end of the License Period, Licensee shall have vacated the facilities, leaving them in the same condition as originally furnished, 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. Licensor is not liable for any damage to or loss of such property which occurs in the course of such removal, storage, delivery, or disposal. 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 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 certification of public liability 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. **Licensor may require Licensee to obtain and present certification of public liability 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 Licensor. Licensor may sell or otherwise grant to others permission to enter or to use the facilities on terms consistent with the License Agreement between Licensor and Licensee.

8.2 By Licenser: Licenser 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 Licenser 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 Licenser, 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 Licenser: The License Agreement is binding upon Licenser, its successors and assigns. Licenser 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 solely a license which is revocable by Licenser, 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 effected.

11. Waiver by Licenser: In order to be binding on Licenser, any waiver or change to the License Agreement must be in writing and must be signed by a duly authorized officer of Licenser.

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: Licenser reserves the right to evacuate the premises at any time it deems necessary for the safety of the public.

14. Occupancy Control: Licenser 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 Center in its sole discretion, created by Licensee's occupancy of the premises.