

Procedure: 3.3.6p. (II.C.6)

Use of Alcoholic Beverages on Campus

Revised: December 2011; March 2005
Last Reviewed: March 2, 2012
Adopted: October 2003



I. PURPOSE:

The possession, service, sale and consumption of alcoholic beverages on college campuses shall be in strict compliance with all federal, state and local laws. All persons coming onto the campus of any facility owned or operated by the Technical College System of Georgia or any of its technical colleges must comply with these laws.

A technical college may serve alcoholic beverages in conjunction with its operation of a business conference center capable of accommodating 200 or more people. The sale of alcoholic beverages shall always be sponsored by an outside entity possessing the appropriate federal, state and local licenses and shall not be sponsored by the technical college or its officials.

The service or sale of alcoholic beverages pursuant to this policy shall be limited to those occasions which serve a business, economic development, civic, social or educational purpose. Alcoholic beverages may not be served or sold at any student-sponsored function or event.

The President may, at his or her sole discretion, decline to allow the service or sale of alcoholic beverages at a technical college and determine those areas on campus in which alcohol will be allowed. No State or Federal funds may be used to purchase alcohol for service at a technical college; the prohibition does not apply to purchase of alcohol for the exclusive use in a college's culinary arts programs, provided the technical college has adopted written procedures to regulate the purchase, storage and use of alcohol in these programs.

College Presidents are expected to be familiar with laws governing the possession, service, sale and consumption of alcoholic beverages.

II. RELATED AUTHORITY:

O.C.G.A. § 3-8-6
O.C.G.A. § 3-3-21.1(b)
State Board POLICY 3.3.6. Alcohol on Campus
State Board POLICY 4.8.1. Drug and Alcohol-Free Workplace

III. APPLICABILITY:

All work units and Technical Colleges associated with the Technical College System of Georgia.

IV. DEFINITIONS:

- A. **SALE OF ALCOHOLIC BEVERAGES:** any transfer, trade, exchange or barter, in any manner or by any means, for consideration, including, but not limited to, required fees or the purchase of tickets for admission to an event at which alcoholic beverages will be served.
- B. **SERVICE OF ALCOHOLIC BEVERAGES:** taking orders for, handling, delivering or pouring/mixing of alcoholic beverages.
- C. **EVENT:** a function on a college campus that serves a business, economic development, civic, social or educational purpose.
- D. **EVENT SPONSOR:** an individual who is at least twenty-one years of age or an organization or association who has requested permission to hold an Event on the college campus at which alcohol will be served and/or sold.
- E. **EVENT SUPERVISOR:** an individual who is at least twenty-one years of age who is designated by the Event Sponsor to assume responsibility for direct supervision of the serving, sale and consumption of alcoholic beverages at the event.

V. ATTACHMENTS:

- Attachment 3.3.6p.a3. –Sample Event Agreement From
- Attachment 3.3.6p.a2. State Alcoholic Beverage Tax Law and Regulations Order Form
- Attachment 3.3.6p.a1.-Alcohol on Campus Request and Agreement

VI. PROCEDURE:

- A. **PRESIDENT’S RESPONSIBILITY:**
 - a. As applicable, the technical college President must designate, in writing, those locations on campus at which the service, sale and/or consumption of alcoholic beverages will be authorized. Alcoholic beverages may not be carried or consumed outside rooms or areas designated for an approved Event.
 - b. The President may prohibit any service or sale of alcohol on campus. All decisions regarding the service or sale of alcoholic beverages on campus shall rest with the President.
 - c. Presidents and staff associated with operation of a business conference center should be familiar with State Board Policy II. C. 6. Alcohol on Campus, as well as state and local laws and ordinances governing the service, sale, and consumption of alcoholic beverages.
 - d. Any service or sale of alcohol on campus will be approved by the President only if the requirements of this procedure and applicable laws and regulations have been met. The President’s approval granted under this procedure will be in addition to any other approval needed to use campus facilities.
 - e. The President will ensure appropriate security or other precautionary measures are in place for an event during which alcoholic beverages will be served, sold, and/or consumed.
 - f. As applicable, each President will establish and monitor procedures for the purchase, use and storage of alcoholic

beverages used exclusively in the college's culinary arts programs.

- g. The Technical College System of Georgia and/or the President may require additional precautions including, but not limited to the use of licensed caterers to dispense alcoholic beverages, limitations on time and duration of service, or a requirement to serve food at such events.
- h. The President or his/her designee will ensure that alcoholic beverages will be securely stored if such storage is necessary preceding or following the event.

B. EVENT REQUIREMENTS

- a. The event will serve a business, economic development, civic, social or educational purpose.
- b. Alcoholic beverages may not be served or sold at any student-sponsored function or event.
- c. No one under the age of twenty-one will be served alcoholic beverages at any event on campus. Signs notifying attendees of this requirement will be posted at events which admit individuals under the age of twenty-one.
- d. Individuals exhibiting signs or behaviors of the overuse of alcohol may not be served at events or allowed to consume alcohol on campus.
- e. Events at which alcohol is sold must be sponsored by an individual who is at least 21 years of age, or an association or organization with appropriate state and local licenses.
- f. For purposes of determining the local jurisdiction pertaining to the regulation of the taxing, sale, storage, and distribution of alcoholic beverages, the campus shall be considered to be within a municipality if the campus, or a greater part of the campus, is within the limits of a municipality. If the campus or a greater part of the campus is located within an unincorporated area of a county, the campus shall be considered to be within the unincorporated area of the county for these purposes.
- g. Any advertisement concerning the sale or service of alcohol for events sponsored by third-parties shall not contain any information which would suggest the alcohol is being served or sold by the college. College logos, name, etc., shall not be used as an endorsement for the sale or service of alcoholic beverages. NOTE: this procedure does not prohibit the use of the campus address in invitations to an event or the use of the college name/logo on invitations or other marketing material for fundraising events benefiting the college.

C. EVENT SPONSOR RESPONSIBILITY:

- a. The Sponsor must be an individual who is at least twenty-one years of age or an organization or association. The Sponsor may not be the Technical College System of Georgia, the technical college, or their employee(s).

- b. Prior to the Event and in sufficient time for consideration by the President, the Sponsor must submit a written request to serve and/or sale alcohol on campus.
- c. The Sponsor will be required to provide sufficient proof that all applicable local and state licenses have been obtained prior to the event.
- d. The Sponsor will comply with the Procedure for Alcohol on Campus and all pertinent federal, state and local laws governing the possession, sale, storage, and consumption of alcoholic beverages.
- e. The Sponsor will designate an event supervisor who will be present at the event and who will be responsible for the direct supervision of the storage, serving, sale and consumption of alcoholic beverages throughout the Event. The supervisor may not be the Technical College System of Georgia, the technical college or their employee(s).
- f. The Sponsor will provide adequate security for each event which may include the reimbursement to the college for the cost of additional security personnel.
- g. The Sponsor will be required to sign an agreement to indemnify and hold harmless the Technical College System of Georgia and the technical college from any and all harm, injury, or losses which may arise as a result of the event.
- h. The Event Sponsor shall be required to show proof of liability insurance sufficient to cover any liability, including attorney fees that may arise as a result of the use of alcohol at the event.

VII. RECORD RETENTION:

All requests, agreements and copies of documents provided by Sponsor showing compliance with the alcohol laws and this policy shall be retained in accordance with the record retention schedule published by Secretary of State's Office.

http://www.sos.ga.gov/archives/who_are_we/rims/retention_schedules/default.htm

**ALCOHOL ON CAMPUS
REQUEST AND AGREEMENT**

Event Sponsor: _____

Address: _____

Phone: _____ Cell # _____

Sponsor's Designated Supervisor: _____

(Must be on site at all times during Event)

Address: _____

Phone: _____ Cell # _____

Is the Supervisor an individual who is at least 21 years old? Yes ___ No ___

(NOTE: Supervisor may not be employee of TCSG or Technical College)

Type of Event: _____

Campus Location/Facility: _____

(NOTE: permission to use the facility is required prior to approval for alcohol on campus)

Estimated Attendance: _____

Date of Event: _____

Time of Event:

Begins: _____

Ends : _____

Will alcoholic beverages be served? Yes _____ No _____

Cash bars and the exchange of money with respect to service of alcohol at the event is prohibited

Times that alcoholic beverages will be served during the event

Begin: _____ End: _____

Begin: _____ End: _____

Types of alcoholic beverages to be served?

___ Beer ___ Wine ___ Liquor

Alternate nonalcoholic beverages and food to be offered at the event: _____

Have you obtained all the applicable state and local licenses for the sale and/or service of alcohol? _____ Yes _____ No

(Please provide copies of applicable licenses, e.g. caterer/server license, special event permits, etc.)

Will persons under age 21 be solicited or invited to attend? Yes _____ No _____

If the answer is yes, describe the precautions that will be taken to ensure that persons under 21 years of age are not served alcoholic beverages:

(At a minimum, Sponsors must include a sign at the Event indicating that no alcoholic beverages will be served to anyone less than 21 years of age and that ID will be required.)

Liability Insurance Provider: _____

**ALCOHOL ON CAMPUS
TERMS AND CONDITIONS OF APPROVAL**

In consideration of approval to hold the event at the requested location and to serve alcoholic beverages, I agree on behalf of the Sponsor to the following terms and conditions:

1. That the serving of alcoholic beverages at this event will be conducted as described in this Request and in compliance with TCSG Policy and Procedure for Alcohol on Campus, a copy of which is attached and made a part of this Agreement, and will be conducted in compliance with federal, state and local law.
2. That Sponsor agrees to indemnify and hold harmless, the State of Georgia, the Technical College System of Georgia and _____ Technical College and their officials, agents and assigns for any and all losses, including legal fees, resulting from the Event.
3. That I have secured sufficient liability insurance to meet the requirements in #2.
4. That the Sponsor will conduct the Event with any Special Limitations/Conditions described below.

Signature of Sponsoring Official/Title

Date

Signature of Technical College President

Date

_____ Approved

_____ Special Limitations/Conditions

_____ Disapproved



State of Georgia
Department of Revenue
Alcohol & Tobacco Division
Suite Number 4235
1800 Century Blvd., N.E.
Atlanta, Georgia 30345
(404) 417-4900

ALCOHOLIC BEVERAGE TAX LAWS AND REGULATIONS

NOTICE

TO: ALL GEORGIA BEVERAGE ALCOHOL LICENSEES

To ensure that you are aware of the current laws and rules under which you must operate your business, you should have a copy of the laws and regulations for use by yourself and your employees. The Department of Revenue's Alcohol and Tobacco Division has available copies the 2010 Edition of the Alcoholic Beverage Tax Laws and Regulations booklet. This booklet can be ordered at a cost of \$10.00 each.

If you have an earlier edition of this booklet, you may consider obtaining the current edition in order to be up-to-date on any new regulations.

Please complete and return the bottom portion of this document to place your order.

Make your check or money order payable to the Georgia Department of Revenue. ****Do Not Mail Cash****

Mail this order form and payment to:
Georgia Department of Revenue
Alcohol and Tobacco Division
1800 Century Blvd, Suite 4235
Atlanta, Georgia 30345

Please send me the following booklet(s):

_____ **2010 Georgia Alcoholic Beverage Tax Laws and Regulations @\$10.00 each**
(Quantity)

TOTAL ENCLOSED.....\$_____

*****Do Not Mail Cash*****

Send Booklet To:

Name: _____

Address: _____

(Date)

(Signature)

Attachment: 3.3.6p.a3.

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 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 _____, 20____, and ending at _____ o'clock ____ M., on the _____ day of _____, 20____.

OR

Multiple days and/or days with differing hours as described below:

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

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

(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 its business functions due to unforeseen conditions arising contemporaneously. In this circumstance, 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 disability.

E. Alcoholic Beverages are specifically prohibited unless there is attached hereto as Exhibit C a separate agreement signed by the college president entitled "ALCOHOL ON CAMPUS REQUEST AND AGREEMENT."

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)

License Agreement revised June 2012

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 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 without the express written consent of Licensor. Alcoholic beverages are prohibited at all times unless specifically

permitted in writing in the ALCOHOL ON CAMPUS REQUEST AND AGREEMENT, Exhibit C.

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 "B").

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 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 solely a license which is revocable by Licensor, 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 Licensor: In order to be binding on Licensor, any waiver or change to the License Agreement must be in writing and must be signed by a duly authorized officer of 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 at any time it deems necessary for the safety of the public.

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

EXHIBIT B

(Insert college Fee schedule for use of facilities, supplies, and/or equipment and pay rate of college staff if required to be present)

EXHIBIT C

(Insert ALCOHOL ON CAMPUS REQUEST AND AGREEMENT if applicable; revised form is attached as a link to the “Use of Alcoholic Beverages on Campus” Procedure)