

# Procedure: 6.8.4p. Free Speech

Revised:

Last Reviewed:

Adopted: September 12, 2022.



## I. PURPOSE:

Students at colleges within the Technical College System of Georgia are free and encouraged to express themselves in a manner that is consistent with the guidelines applicable to members of the public at large, as well as in accordance with the Student Code of Conduct.

The Technical College System of Georgia maintains a position of neutrality as the content of expression and any written materials distributed on campus under this procedure.

## II. RELATED AUTHORITY:

O.C.G.A. § 20-4-11 – Powers of Board.

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

O.C.G.A. § 20-4-39 – Powers of Campus Police.

TCSG State Board Policy 3.3.3. – Use of Campus Facilities.

## III. APPLICABILITY:

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

## IV. DEFINITIONS:

The outdoor areas of our colleges have been deemed a traditional public forum. Therefore, public members are free to exercise express activities outdoors as long as they do not interfere with the college's operations.

Free speech and expressive activities must not:

- a- Attract a crowd more significant than the location of the spontaneous expressive activity can safely be contained.
- b- Significantly disrupt college activities inside or outside buildings (including classes); must not significantly disrupt previously scheduled campus events.
- c- Utilize any amplification devices.
- d- Obstruct entrances or exits to buildings and must remain 20 feet from any entrances or exits.
- e- Obstruct vehicular or pedestrian traffic.
- f- Include camping or using temporary shelters (e.g., tents).
- g- Affix items to any permanent structure or grounds (i.e., railings, buildings, greenways,

trees, etc.).

- h- Light any material on fire except for hand-held candles, which may be used with special permission (other open flames devices and bonfires are strictly prohibited).
- i- Last longer than eight hours during a 24-hour period.
- j- Involve solicitations or promotion of commercial enterprises.
- k- Represent a threat to public safety or violate the policies or procedures approved by the State Board of the Technical College System of Georgia or others under the authority of the State Board, according to the discretion of college police.

## **V. ATTACHMENTS:**

Attachment 3.3.3.a1- Use of Campus- License Agreement

## **VI. PROCEDURE:**

The following provisions apply to both reservation requests and spontaneous expressive activities:

- A. Non-commercial pamphlets, handbills, circulars, newspapers, magazines, and other written materials may be distributed person-to-person in open areas outside buildings. All parties must adhere to college policies related to the use of facilities, including solicitation or sales.
- B. Expressive activity and expression covered under this policy must comply with all applicable state and federal laws and the Technical College System of Georgia policies, rules, and regulations.
- C. Activities that damage or destroy property owned or operated by the college or property belonging to students, faculty, staff, or guests of the college are prohibited. Persons or organizations causing such damage may be held financially responsible.
- D. Persons or organizations responsible for an activity covered under this policy must remove all signs and litter from the area at the end of the event. Otherwise, persons or organizations responsible for the event may be held financially responsible for any cleaning costs. In addition, any item left behind or unattended (including memorials) may be removed after the event.
- E. When assessing a reservation request or informed of spontaneous expressive activities on campus, college personnel must not consider the content or viewpoint of the expression or possible reaction to that expression, except to the extent such factors are relevant to assessing appropriate security measures.
- F. College personnel may not impose restrictions on individuals or organizations engaged in expressive activities due to the content or viewpoint of their expression or the possible reaction to that expression. However, if other persons react negatively to this expression, college personnel shall take all necessary steps to ensure safety while allowing the expressive activity to continue.
- G. College Police maintain ultimate discretion to end any activity and may, in addition, expel from public buildings, campuses, and grounds persons violating the policies and procedures that the State Board of the Technical College System of Georgia or others under the authority of the State Board of the Technical College System of Georgia may prescribe.

## **VII. RECORD RETENTION: N/A**

**[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 (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) The Licensee agrees to pay Licensors 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 the 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 the 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 the Licensee less than seven days prior to the beginning of the license period is allowed only by permission of the Licensors 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, and Licensee will be refunded all monies and deposits paid. Cancellation of this License Agreement by the Licensor less than seven days prior to the beginning of the license period is allowed if the same is necessary for the Licensor to meet its business functions due to unforeseen conditions 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. The 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, the Licensor shall inform the 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 to that 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 the 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 the Name of the Licensor)

By: \_\_\_\_\_ /s/  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print or Type Name of Authorized Representative) Title

or Position: \_\_\_\_\_

**ACKNOWLEDGMENT:**

Licensee, as a result of this, 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. The Licensee shall comply with the Licensor's directives issued to ensure that concurrent uses of the Licensed Facilities by the 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 the 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. The 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. The Licensor has the exclusive right to dispense, by gift, sale, or otherwise, all food, beverage, or other consumable products at the Licensed Facilities. The 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. The 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 alerting them to access barriers.

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 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. 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 the Licensee paint or spray paint the walls, floors, woodwork, or partitions; without the consent of the Licensor.

## 6. Duties at the end of the 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 initially 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 disposed of properly. The Licensor is not liable for any damage to or loss of such property during removal, storage, delivery, or disposal. However, Licensee shall pay to Licensor all costs incurred by Licensor in effecting removal, storage, delivery, 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 the government 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, Licensors 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 into the facilities by Licensee or by persons admitted to the facilities by Licensee. The 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 the 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 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 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 Licensors: Licensors 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 Licensors 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 Licensors, 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 the Licensee and any person to whom the Licensee has granted access by consent, invitation, or sublicense shall be a person admitted to the facilities by Licensee.

8.4 Binding Effect on Licensors: The License Agreement is binding upon Licensors, its successors, and assigns. Licensors 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. The Licensee has a license revocable by Licensors 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 Licensors: To be binding on the Licensors, any waiver or change to the License Agreement must be in writing and signed by a duly authorized officer of the Licensors.

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: Licensors reserves the right to evacuate the premises whenever necessary for public safety.

14. Occupancy Control: The licensors 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.