STATE OF GEORGIA;
COUNTY OF COFFEE:

LICENSE AGREEMENT/PERMIT
(For Short Term Use of Campus Facilities)

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made and entered into this _____day of _____, 2026, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of South Georgia State College ("the Institution"), a unit of the University System of Georgia (hereinafter called "Owner") and _____(Print Name) located at _____(Address) (hereinafter called "Permit Holder").

W I T N E S S E T H T H A T:

WHEREAS, the Permit Holder desires to temporarily occupy and utilize Owner's certain properties and facilities as hereinafter described; and

WHEREAS, Owner is willing to grant Permit Holder a revocable license for the temporary use and occupancy of said properties and facilities on a non-exclusive basis, but only upon the promises, covenants and agreements hereinafter set forth; and

WHEREAS, unless otherwise directed by Owner, the Institution shall perform, on the Owner's behalf, Owner's obligations and covenants, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Premises and Use Involved.** The premises covered by this Agreement is the facility and ancillary spaces located on the campus of the Owner more particularly identified in the Schedule of Licensed Premises below, collectively hereinafter "Licensed Premises" or "premises" with the permitted uses and the times during which the Permit Holder shall be permitted to occupy, use and enjoy the Licensed Premises outlined on Exhibits A, B, C, D, E, F, G and H, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of **SGSC Community Market** ("Event") and none other.

2. **Schedule of Licensed Premises:** *(Complete Applicable Parts Only; Cross Through Inapplicable Parts.)*

Owner's Initials	**PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE**	**APPLICABLE EXHIBITS**	Permit Holder's Initials
	A-1. GENERAL FACILITIES/SPACE: Restrooms, Building Education Building Date(s): November 14, 2026 Times(s): 7:00am – 3:00 pm Purposes: Use of Restrooms (Vendors Only)	Exhibit A ~~Exhibit B~~ Exhibit F Exhibit G Exhibit H	

Owner's Initials	**PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE**	**APPLICABLE EXHIBITS**	Permit Holder's Initials
	A-2. ADDITIONAL GENERAL FACILITIES/SPACE: Parking Lots, Building Education Building Date(s): November 14, 2026 Times(s): 7 : 0 0 a m – 3 : 0 0 p m Purposes: Rental of Vendor Space Only	Exhibit A ~~Exhibit B~~ Exhibit F Exhibit G Exhibit H	
	B. LODGING: Single Rooms: _____, Building _____ Double Rooms: _____, Building _____ Date(s): _____ Check-in Time: _____ Check-out Time: _____ _____Linens Provided @ _____per day	Exhibit A Exhibit B Exhibit C Exhibit F Exhibit G Exhibit H	
	C. POOLS AND RECREATIONAL FACILITIES: _____, Building _____ Date(s): _____Times(s): _____ ___Recreational Use _____ Competitive Use ___Other Use: _____	Exhibit A Exhibit B Exhibit D Exhibit F Exhibit G Exhibit H	
	D. FOOD SERVICE AND CONCESSIONS: _____, Building _____ Date(s): _____ Times(s): _____ Type of Service: _____	Exhibit A Exhibit B Exhibit E Exhibit G Exhibit H	
	E. PARKING: _____Spaces, Lot/Building(s) in front of Education Building Date(s): November 14, 2026 Times(s): 7:00 am – 3: 00pm	Exhibit A ~~Exhibit B~~ Exhibit F Exhibit G Exhibit H	

3. Consideration. In consideration of Owner's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of the Rental Fees, in addition to such other charges as outlined in the Summary of Fees below, such sums to be paid to Owner prior to the first use of the Premises, unless other arrangements are agreed to in writing. All checks should be made payable to the **South Georgia State College Foundation.**

4. Summary of Fees: *(Complete Applicable Parts Only; Cross Through Inapplicable Parts.)*

PART A-1	_____ @ $ _____ = $ **0.00**
PART A-2	**$25.00 [All money raised will be placed in the SGSC Staff Council Fund]**
PART B	SINGLE: _____ @ $ _____ = $ _____ DOUBLE: _____ @ $ _____ = $ _____ LINENS: _____ @ $ _____ = $ _____
PART C	_____ @ $ _____ = $ _____
PART D	_____ Meals @ $ _____ per meal = $ _____
PART E	____ Spaces for ____ days @ $ _____ per space per day = $ **0.00**
TOTAL FEES	To be paid not later than: **November 6, 2026** $ _____

5. **No Assignment.** The permit, use and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person or entity whatsoever.

6. **Parties' Representatives and Notice.** All notices required by this agreement shall be mailed by certified mail or hand delivered to the following representatives.

	OWNER'S REPRESENTATIVE:	**PERMIT HOLDER'S REPRESENTATIVE:**
Name:	Michelle Ham, Vice President for Fiscal Affairs & Administration	_____:
Address:	South Georgia State College 100 W. College Park Drive Douglas, Georgia 31533	_____ _____ _____
Telephone:	(912) 260-4320	(____) _____- _____
Facsimile	(912) 260-4445	(____) _____- _____

7. **Indemnification.** Permit Holder indemnifies and holds harmless the Owner, the Institution and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Permit Holder shall reimburse the Funds for

such monies paid out by the Funds.

7. **Insurance.** The Institution, through its risk management unit, shall assess the risk of the Event and determine the required policy and coverage limits, by selecting one of the following:

_____ Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	*Limit*
1. Personal Injury and Advertising	$1,000,000 per Occurrence
2. Contractual	$1,000,000 per Occurrence
3. Fire Legal	$1,000,000 per Occurrence
4. General Aggregate	$2,000,000 per Occurrence

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of $2,000,000 per occurrence.

_____ Permit Holder shall, at its own cost and expense, obtain and maintain a special event liability policy with a combined single limit of no less than $1,000,000.

The above policies shall cover the period of Permit Holder's occupancy and use of the Premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.

X_____ Permit Holder is not required to obtain insurance.

8. **Cancellation for Force Majeure.** In the event that fire, wind storm, casualty, war or other unforeseen circumstances shall result in damage to the premises so that it is impossible or impractical for the Owner to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall be made impossible by strike, riot, epidemics, public health emergencies, or other cause not within the control of the Owner, this contract shall stand canceled and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

9. **Stipulations and Exhibits.** The stipulations, provisions, covenants, agreements, terms and conditions, contained in the following exhibits attached hereto and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties hereto:

Exhibit A General Provisions
~~Exhibit B Programs Serving Minors~~
~~Exhibit C Lodging Accommodations~~
~~Exhibit D Pools & Recreational Facilities~~
~~Exhibit E Food Services & Concessions~~
Exhibit F Parking
Exhibit G Alcoholic Beverage Policy
Exhibit H Tobacco & Smoke-Free Campus Policy

10. **Entire Agreement.** This agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than as herein set forth. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this license agreement to be signed as of the day and year first above-stated.

PERMIT HOLDER	**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**
By:_____	By:_____
Name:	Name: Michelle B. Ham
Title:	Title: V.P. for Fiscal Affairs & Administration

Attached Exhibits: Exhibit A (General Provisions), Exhibit B Programs Serving Minors, Exhibit C (Lodging Accommodations), Exhibit D Pools & Recreational Facilities, Exhibit E (Food Services & Concessions), Exhibit F (Parking), Exhibit G (Alcoholic Beverage Policy), Exhibit H (Tobacco & Smoke Free Policy)

EXHIBIT A

GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be by this Exhibit A. Lodging accommodations, if any, shall be described in and governed by Exhibit B. The Licensed Premises is provided and is accepted by Permit Holder "as is, where is, and with all faults." If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder.

2. Cancellation. If Permit Holder cancels this Agreement on or before the close of business on November 10, 2025, it shall receive refund of deposit paid. If Permit Holder cancels this Agreement after the close of business on November 10, 2025, it shall forfeit any deposits paid.

3. Guarantee. Permit Holder shall provide Owner with final guaranteed numbers for conference attendance, and, if applicable, for lodging and food service, no later than ten (10) working days before the earliest reserved date. Owner does not guarantee availability of facilities, food or lodging in which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.

4. Terms of Payment. A preliminary bill will be developed based on final guaranteed attendance figures provided by Permit Holder. Payment of the preliminary bill is due not later than the first day of the Event(s). After the completion of the Event(s), a final bill summarizing all fees, charges, deposits and payments will be submitted to Permit Holder. Permit Holder shall pay Owner for all unpaid charges within thirty (30) days after receipt of the final bill.

5. Failure to Pay. Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Permit Holder violates any other provision of this agreement, all remaining obligations of the Owner under this agreement shall, at the option of the Owner, cease and be terminated upon written notice to the Permit Holder. In any case, all amounts owing to the Owner hereunder which are more than sixty (60) days past due shall be subject to a service charge of one and one-half percent (1½%) per month, constituting an annual rate of simple interest of eighteen percent (18%). Permit Holder shall reimburse the Owner for all collection costs, including professional and attorney's fees and all other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the Owner shall be entitled all costs and expenses of litigation, including attorney's fees.

6. Taxes. Unless Permit Holder provides Owner with evidence of tax exempt status, Permit Holder shall be responsible for the payment of all local, state and federal taxes which may be imposed under this agreement.

7. Sale of Food. All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should concessions be requested by the Permit Holder, such request should be directed to [contracted with SGSC] and should be booked at least two (2) weeks in advance of the date of the Event(s). Concessions will not be made available at any Event(s)

unless requested by the Permit Holder. Arrangements for food services, if any, shall be as outlined in Exhibit D, which is attached hereto and incorporated herein by reference.

8. Event Staffing: Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, security staff, stage hands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event. If such staff is procured through Owner, such staff shall nevertheless be employees of the Permit Holder and not the Owner, and shall be paid by Permit Holder.

9. Promotion and Publicity. Permit Holder agrees that unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner, no information or publicity of any nature whatsoever relating to Permit Holder's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to the Owner for approval prior to any distribution. Owner agrees that any revenues generated from radio and television shall be for the account of Permit Holder. All such broadcasts, however, shall clearly indicate that the Owner or the Board of Regents of the University System of Georgia is not a sponsor of the event.

10. No Use of Owner's Name. All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by the Permit Holder shall in no fashion whatsoever state or imply the support or sponsorship of the Owner, the Institution, or the State of Georgia without their express written permission. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by the Owner.

11. Signs and Business. Permit Holder shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the premises, without the Owner’s prior written permission. Permit Holder shall not conduct any business activities within the premises without the Owner’s prior written permission.

12. Licenses, Permits and Copyright Royalties. Permit Holder shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses and/or permits shall be presented to the Owner prior to the Event(s).

13. Owner Access. Owner shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.

14. Owner’s Right to Remove. The Owner reserves the right to remove any objectionable person or person from the premises and Permit Holder expressly waives any right to damages for such removal. No animals or pets of any kind are permitted to be brought onto the Owner’s premises, except that a disabled individual Permit Holder or any disabled member, participant, or invitee may be accompanied by that individual’s service animal in accordance with Georgia law at O.C.G.A. Secs. 30-4-1et seq. and requirements of the Americans with Disabilities Act at ada.gov.

15. Damages to the Premises. Permit Holder agrees that it shall not in any way injure, damage, mar or deface the building, floor, furniture, fixtures, or equipment which are in or about the premises.

Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees. Clean-up following the Event(s) shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal of any trash from the floors of the premises and lobby. With prior arrangements, clean-up can be handled by the Owner's staff or concessionaires and paid for by the Permit Holder.

16. Permit Holder's Property Brought Onto Licensed Premises. All property brought onto the premises by the Permit Holder, its members, participants, and invitees, shall be at the sole risk of the Permit Holder. The Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents or employees.

17. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.

18. Parking. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges shall be made with the Owner and included on Exhibit E.

19. Compliance With Alcohol Policy. At all times while on the premises Permit Holder shall comply with the Institution alcohol policy and shall insure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit F.

20. Compliance With No Smoking Policy. Premises are designated as a no smoking facility and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit H.

21. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Institution property, and to release the Owner and Institution from any liability in conjunction with use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit B. At any time, the Institution may request, and must be promptly provided with, copies of all pre-screening and training verification.

22. Compliance With Fire Safety Standards. In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.

23. Compliance With All Applicable Laws, Rules and Regulations. Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.

24. Assignment. Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted at the Owner's sole discretion.

25. Governing Law. This agreement shall be governed by the laws of the State of Georgia.

26. Special Rules for Appearances of Celebrity Personalities:

    a. In the event that the personal appearance of a celebrity personality is contemplated for the event, no substitutions for such personalities or stars shall be made without the express written consent of Owner.

    b. Radio or television broadcasts originating on or about the Licenses Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered into between the parties hereto.

    c. If the planned personality defaults on the appearance, the liability of Owner shall be limited to the return of the permit fees charged, so long as the default is deemed by Owner to be not the fault of Permit Holder. In all other events, the permit fees will be forfeited to Owner.

    d. If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all costs of such personnel utilization.

EXHIBIT B

Programs Serving Minors

NOT APPLICABLE

1. Institutional Policy. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of the Institution's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below.

2. Duty of Care. Permit Holder shall operate such program/activity in a reasonably safe manner.

3. Forms. Permit Holder shall use all appropriate forms related the operation of the program / activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.

4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.

5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.

6. Training. Permit Holder shall provide training to all employees, volunteers and others assisting with the program/ activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.

7. Safety and Security. Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.

8. Reporting Obligations. Criminal activity should be reported immediately to the Institution's campus police department. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.

9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Institution's campus police department and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT C

LODGING ACCOMMODATIONS

NOT APPLICABLE

1. Accommodations. Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Permit Holder may release the reserved accommodation space without penalty up to ___(_) ___ prior to the move-in date. Accommodations for additional participants shall be on a space-available basis only. Permit Holder shall be responsible for the applicable fees for total actual participants or for the estimated participants, whichever is greater. Permit Holder shall be responsible for any loss of or damage to any of Owner's property.

2. Check-in and Check-out. Check-in and Check-out times are as set forth in the Schedule of Licensed Premises. Early arrivals and/or late departures must be arranged with conference coordinator.

3. Assignment. In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.

4. Personal Property. Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.

5. Room Keys. Each participant may check out only his or her own room key. The charge for a lost room key is $50.00.

6. Master Keys. Permit Holder agrees that each person who receives a master key shall sign a release form pertaining to the responsibilities of having a master key and the penalties for loss of master key. The charge for a lost master key is $5,000.00.

7. Health Care. Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.

9. Right to Enter Room. Owner reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with Owner's policies.

10. Compliance with Laws, Regulations and Policies. Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws concerning health, safety and public order. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:

a. No alcohol or drugs may be consumed or brought onto Owner's property; see Exhibit G.

b. No smoking or tobacco use will be permitted in any room or apartment or in Owner's buildings, except in those areas specifically approved for that purpose; see Exhibit H.

c. No firearms, weapons or ammunition (except as specifically allowed by applicable federal or state law) or fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.

d. No animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission.

e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.

f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.

g. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.

h. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.

i. No tampering with the fire system or fire fighting equipment will be permitted.

j. No removal of lounge or common area furniture into individual rooms or apartments will be permitted without permission of the Owner.

k. No gambling or solicitation in any form will be permitted.

l. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

EXHIBIT D

POOLS AND RECREATIONAL FACILITIES

NOT APPLICABLE

1. Permissible Pool Activities:

(a) Recreational Swimming. The Pool and facilities are open for recreational swimming from 10:00 a.m. until 4:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sundays.

(b) Competitive Swimming: The Pool and facilities shall be used only during the period 4:00 p.m. to 6:00 p.m. Monday through Friday. Upon request to Owner, the pool may be scheduled for use during other periods when such use will not conflict with use by Owner's programs. Should Owner require the use of the Pool or facilities during the daily scheduled practice hours, Owner shall notify the Permit Holder 48 hours in advance and shall propose alternative practice hours.

(c) Adaptive Physical Education: The Pool and facilities shall be used only on an "as available" after Owner's schedules have been determined. Scheduling will be accomplished by the Chairman, Department of Physical Education. Use is subject to change each quarter. The pool may be scheduled for use during additional periods when such use will not conflict use by Owner's programs. Should Owner require the use of the Pool or facilities during any daily scheduled hours, Owner shall notify Permit Holder 48 hours in advance and provide with any proposed alternative use periods.

(i) A key shall be issued to the Permit Holder's representative.

(ii) The Permit Holder shall provide adult supervision of one adult for each two students, or, if the ratio is not met, the Permit Holder shall provide a certified life guard.

(iii) The Permit Holder shall provide an Assumption of Risk and Waiver of Liability form for each student, properly executed and releasing the Owner and the Board of Regents of the University System of Georgia. The release shall be in a form acceptable to Owner.

2. Legal Compliance. The Pool, as made available to is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.

a. If Owner determines that a member of its institution staff must be present at the Pool during the Permit Holder's use of the Pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.

b. Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.

3. Maintenance and Repair. Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Pool is unavailable.

4. Limitation of Owner's Liability. Owner shall not have any liability as a result of the failure of the Pool to satisfy the Permit Holder's requirements or for failure to maintain or repair the Pool or to satisfy any other obligation except as provided in Paragraph 3.

5. Pool Operations Under this License.

5.1 Owner retains, and Permit Holder may not interfere with:

a. Owner's access to the Pool and Facilities at all times to exercise its rights or responsibilities.

b. Owner's right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.

c. Owner's right to remove any person who fails to comply with this Agreement or whose removal from the Pool the Owner in good faith believes is necessary for the safe and orderly operation of the Pool.

5.2 Permit Holder shall:

a. Use the Pool in a safe and orderly manner.

b. Comply with Owner's regulations and directives governing the safe and orderly operation of the Pool.

c. Conform to all governmental statutes, regulations, ordinances and directives.

d. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.

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

f. Not in any way damage, deface, or alter the Pool.

g. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.

h. Not fasten any article, drill holes, drive nails, or screws into the walls, floors, woodwork, or partitions; nor shall Permit Holder paint or spray paint the walls, floors, woodwork or partitions; without the consent of the Owner.

6. Planning Requirements for Competitive Swimming or Adaptive Physical Education.

6.1 Proposed Plan: At least seventy-two (72) hours prior to the beginning of the License Period, Permit Holder shall provide Owner its proposed plans for its activities in the Pool, which shall contain all information reasonably available to Permit Holder about the event, but which shall include at least the name and address of Permit Holder's primary on-site representative, its security and emergency medical services representatives, and its representatives for any other services.

6.2 Review of Plan: Owner shall promptly review the proposed plans for general conformance to this Agreement and policies of the Owner. Permit Holder shall provide such additional planning information Owner reasonably requests for that review. After consultation with Permit Holder, Owner may require Permit Holder to make changes in the proposed plans to attain the safe and orderly operation of the Pool, compliance with this Agreement and Owner's policies, and coordination of the use of common areas and other users of the Pool. Permit Holder may not make material changes in the proposed plans submitted to the Owner without Owner's consent. Permit Holder shall conduct its operation in substantial conformity with the approved plans as submitted.

EXHIBIT E

FOOD SERVICES AND CONCESSIONS

NOT APPLICABLE

1. Sale of Food. All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires.

2. Clean-up and Garbage Removal. Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service.

3. All food services should be booked at least two (2) weeks in advance.

EXHIBIT F

PARKING

1. Lodging Facilities. Parking is limited to one vehicle per room, with the license plate noted on the lodging registration form. Unnumbered and unmarked parking spaces in the parking lot adjacent to the lodging facility may be utilized on a space available basis. No parking sticker or permit is required. For oversize and specialty vehicles, see restrictions below.

2. Conference Facilities, Pools and Recreation Facilities. Parking is by permit only. A temporary permit/sticker shall be issued to each authorized vehicle through the Permit Holder's Representative. Each such permit/sticker shall indicate the dates and particular parking lot in which parking is permitted. Within each such lot, unnumbered and unmarked parking spaces may be utilized on a space available basis. Depending upon the circumstances, a special numbered or named space permit may be issued authorizing a vehicle to be parked in a numbered or named parking space. For oversize and specialty vehicles, see restrictions below.

3. Oversized or Specialty Vehicles, Trailers, Campers, and Recreational, Vehicles. Any oversized or specialty vehicle, trailer, camper or recreational vehicle, must be parked in the designated oversize vehicle parking facility. In general, any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon an vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility. A special permit is required. For lodging residents, the permit is obtained from the lodging facility manager. For other Permit Holder vehicles, the permit is obtained through the Permit Holder's Representative or from campus parking control. A special fee may be required for parking in the designated oversize vehicle parking facility.

4. Visitor Parking. Parking in spaces designated as "visitor" parking is temporary parking available on a first come, first served basis. No overnight parking is permitted in a "visitor" parking space.

5. Parking Violations. Violations of the parking rules may subject the vehicle owner to citation and fine. Such citations will be issued through the campus security/traffic control office. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the license granted to the Permit Holder.

6. Parking Fees. Owner reserves the right to charge parking fees "at the lot" for attendees at any event.

7. No Liability of Owner. Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Any charges are for the use of space only. Owner assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. Owner disclaims any and all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

EXHIBIT G

ALCOHOLIC BEVERAGE POLICY

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on Campus.

Exceptions: The following limited exceptions to the Alcoholic Beverage Policy are permitted:

1. Sports and Recreation Facilities.

a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on–premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.

b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.

c. No alcoholic beverage may be carried onto or taken from the premises by any individual.

2. Special Events and Conferences: All requests must be submitted by the Permit Holder at least three weeks prior to the event. The following rules apply:

a. **All** program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.

b. Alcohol must be served by an authorized and licensed on–premises concessionaires.

c. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.

d. The Permit Holder may either arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor, or may purchase the alcoholic beverages and deliver them to the concessionaire or food service vendor prior to the event.

e. Food must be available at the event at all times. Food must be present in the room(s) where alcoholic beverages are to be served.

f. Alcoholic beverages must remain in the room(s) where served.

g. No alcoholic beverage may be carried onto or taken from the premises by any individual.

h. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and indemnifies and holds Owner and the Board of Regents harmless from all such damages.

i. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

EXHIBIT H

TOBACCO AND SMOKE-FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, this policy reinforces the USG commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. "Tobacco Products" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on USG properties unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the USG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on USG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by a USG entity shall be tobacco-free. All events hosted by outside groups on behalf of the USG shall also be tobacco-free.

Exceptions for Tobacco Use

The President of each institution will define any exceptions to this policy. Exceptions to the policy will be very limited and on an as needed basis. The intent is the campus is tobacco and smoke free unless otherwise needed for educational purposes and/or the advancement of research on campus.

Enforcement

The overall enforcement and authority of this policy lies with the President of the institution, but it is also a shared community responsibility, which means all students, faculty, and staff share in the responsibility to help keep the campus tobacco-free. Signage to help inform our campus community and visitors will be placed throughout campus.

Violation of Policy

Violation of this policy may result in corrective action under the Student Code of Conduct or campus human resource policies. Visitors refusing to comply may be asked to leave campus.