



Campus Events and Facilities Procedures Manual

Purpose

The purpose of this manual is to provide information for university personnel in order to be compliant with the processes and procedures for room reservations and campus events.

The purpose of 25Live, a campus-wide scheduling system, is to provide a unified process for accounting for the use of facilities on Albany State University's campuses and to ensure accurate data usage can be generated for reporting purposes.

Designated Public Forums

The University respects the first amendment rights of individuals to free speech. The first amendment allows citizens to express and to be exposed to a wide range of opinions and views, but the right to free speech is not absolute. The U.S. Supreme Court has ruled that the government may be allowed to limit speech, i.e. libel, obscenity, fighting words, and words that present a clear and present danger of inciting violence. The time, space, or manner which the speech is held may be regulated.

The University has designated public forums on the campuses located at 2400 Gillionville Road and 504 College Drive. The designated public forums are outlined on the next page.

Albany State University
2400 Gillionville Road
Brick paved area in front of the Student Center

Albany State University
504 College Drive
Pedestrian Mall and the Student Center Amphitheater

The University has the right to cancel or terminate activities in the designated public forum areas should they interfere with the normal activities in the area or cause harm or damage to a person or facilities.

Approval maybe denied for the time and location of request should those times conflict with current academic or University events.

25Live

All events, whether supported by an internal or external organization, held on ASU grounds must be entered into 25Live, <http://25live.collegenet.com/asurams> . All events must be requested in 25Live at least 48 business hours in advance. Should an event require special set-up, at least 72 business hours in advance notice must be provided.

All Third Party rental requests are to be submitted to the Office of Auxiliary Services. Third Party rentals require a signed Rental Agreement and must follow the procedures included in the Albany State University License Agreement/Permit. This agreement can be found in Appendix A.

The Events Coordinator housed in the Office of Auxiliary Services and designated campus approvers reserve the right to deny space usage for any group if it is programmatically or operationally difficult to accommodate. Reservation requests may also be denied if the organization or event does not align with Board of Regents of the University System of Georgia and Albany State University's policies or local, state and federal laws. Any event deemed to be presented in such a manner that is contrary to the ASU Faculty, Staff or Student Codes of Conduct or may be the source of concern for the safety of the attendees, students, faculty and staff of Albany State University may be denied. Contact Legal Affairs before denying any request.

Interactions with minors

If events include interaction with minors, the requesting organization must comply with the Board of Regents, University System of Georgia, and Albany State University policies relating to interactions with minors. The policies and procedures related to interactions with minors is located at the following link: <https://www.asurams.edu/legal-affairs/protection-of-non-student-minors.php>

Rental fees

A rental fee is charged for use of facilities based on the type of organization making the request. Non-profit groups as defined by having 501(c)3 status with the IRS or comparable designation, state agencies, educational groups and others which are deemed to be within this category are charged on a scale of one half of the rental fee of an organization who is in business for the sole purpose of making a profit. Proof of non-profit status must be submitted to the Events Office in order to be charged at the non-profit rate, i.e., submit a copy of the letter from the IRS.

Rental fees may include but are not limited to room rental, set-up charges for tables, chairs, stage, dance floor, lighting, etc. Rental fees are set by the institution and are subject to change without notice. Contact the Events Coordinator in the Auxiliary Services Office for the current rental rates for both for-profit and non-profit groups (roomreservations@asurams.edu).

Faculty, staff, alumni, and other members of the public may request use of facilities on the ASU campus for other than business related reasons. The scale used to calculate the rental rate charged to this group of individuals is the non-profit rate which is 50% of the for-profit rental rate of facilities. The use must be for the sole purpose of the group named above and not being requested in his/her name for use by another organization.

Any use of the facility for purposes outside of normal ASU operational hours or what is deemed to be a General University Event (i.e. Open House, New Student Orientation, Graduation) may require payment of

direct costs incurred by the University (i.e. police presence, IT staff and equipment, special set-up, and Facility Supervisor, if required). It is the responsibility of the Office of Auxiliary Services, in conjunction with related departments, to determine the number of personnel required to be onsite and the direct costs associated with the request. The Events Coordinator in the Office of Auxiliary Services determines direct costs with input and support of the affected areas, i.e. police department, ITS, and facilities.

Event Approval

Auxiliary Services does not approve the type events being held on campus, but does approve facility usage. The office facilitates use of space in an efficient manner and serves as the liaison to other campus departments for services provided to internal and third party rental clients. It is the Events Coordinator's responsibility to ensure that third party rental comply with the policies and procedures set forth in this document. If there is a potential conflict with policy or law, events staff will refer the matter to Legal Affairs for review and approval.

Cancellations

Should the need arise to cancel an already scheduled event, a 24-business hour notice is required to cancel without penalty. Events requiring special set-up are required to provide a 72-business hour notice of cancellation. To cancel an already confirmed event, send an email, with the Reference Number (i.e. 2018-AAXXXX) included, to roomreservations@asurams.edu.

Failure to comply with the cancellation guidelines may result in a \$100.00 cancellation fee charged to the department and/or organization. Failure to pay the cancellation fee may result in cancellation of currently scheduled events or denial of future event requests.

Invoicing

Invoices for rental/use fees will be the responsibility of the Events Coordinator in the Office of Auxiliary Services. A copy of the invoice should be included with payment for all fees assessed and due the University for rental/use of facilities on the University campus which must be paid in full one week prior to the date of the event unless approval otherwise is given in writing by the Executive Director of Auxiliary Services.

Decorations

The use of lighted candles is prohibited indoors, but may be approved for events held outside with authorization from Auxiliary Services, ASU Police Department and Students Affairs, if appropriate.

Flameless, battery operated candles may be used in decorations.

The use of chalk on campus lawns, pavers, and hardscapes is prohibited. Painting on campus lawns, pavers, windows and hardscapes is prohibited.

No confetti or glitter may be used in decorations (except in designated areas during homecoming).

Helium filled balloons are allowed.

Any decorations that are considered obscene or that present a clear and present danger of inciting violence may be prohibited.

Political Activity

Albany State is a unit of the University System of Georgia and as such is strictly prohibited from participating or intervening in any political campaign on behalf of or in opposition to any candidate for public office. As a result, the use of the campus or campus facilities for partisan political campaign activities is strictly regulated.

Insurance

Events which are income producing for the sponsoring organization, involve ticket sales or include activities where there is potential for harm to the participant, i.e. third party athletic events, are required to purchase general liability insurance coverage with Albany State University listed as an additional insured for the duration of the event. The Certificate of Liability Insurance must be on file in the Events Coordinator's office prior to the start of the event. Limits of liability coverage are outlined in the Albany State University License Agreement/Permit, Appendix A, Section 8, *Insurance*.

Advertising

Copy for event advertising must be approved by the designated university representative prior to release, i.e., campus life/student activities, Dean of Students, appropriate College dean, Communications, etc. The sponsoring organization must be the sole source of event advertising and its name must appear on all advertising. Advertising indicating that an Albany State University college or department is sponsoring the event must receive written consent of the appropriate university dean or designated university official.

Posting of flyers and other advertising materials on doors, windows, and walls of University buildings is prohibited.

Event advertisements sponsored by Registered Student Organizations and/or supported by student activity fees must be approved by the Vice President of Student Affairs. Additionally, if the intended audience is students and is a non-academic event, the Vice President of Student Affairs must approve the event and advertisement. Academic programs and activities as well as related advertisements must be approved by the Department Chair and Dean of the sponsoring College. Third party advertisements must be approved by Auxiliary Services.

Emergency Medical Services

When deemed appropriate and dependent upon the type of event, the University may require the presence of emergency medical personnel services for the duration of the event. It is the responsibility of the requestor to arrange for, schedule and pay any costs related to having emergency medical personnel on site.

Noise Control

As a state agency, the University is exempt from abiding by the City Noise Control Ordinance but should be mindful that there may be residents in neighborhoods near the University who will be inconvenienced by loud music/noise. The burden is placed upon the sponsoring organization to inform residents in the vicinity of the University that the activity will be held on the campus and that noise levels will be kept to a minimum. The time frame for ending outdoor concerts/activities Sunday through Thursday is 12:00 midnight and on Friday and Saturday 2:00 a.m. Overnight activities are prohibited. Amplification will not be approved during time periods and for locations in which there is the potential to disrupt the workday, classes or other approved events; however, exceptions may be made for events held between 12:00 p.m. and 2:00 p.m. Amplification is not

approved during the period of final exams. Amplification includes, but is not limited to, any speaker more powerful than a portable radio, professional sound equipment, novice sound equipment, and any single instrument with an amplifier.

Auxiliary Services has the discretion to deny requests for amplified sound based events on the aforementioned factors.

Occupancy Limits

Albany State University regulates occupancy limits on the number of persons who can be in a space during each event to ensure the safety of all in attendance. Ticket sales/participation will be restricted to the appropriate capacity limits to ensure compliance with established limits as set forth by the Fire and Safety Code. The sponsoring organization is responsible for taking positive actions to ensure that occupancy limits are observed throughout the course of the event. An event may be interrupted or possibly cancelled or terminated should fire safety violations exist. Event venues must have clearly identified fire exits. Should a fire alarm sound, house lights will be turned up, if necessary, and all participants will be instructed to leave the area or to respond as directed by fire safety or fire department personnel.

ADA

Albany State University planning personnel will help with access needs for persons with disabilities to the extent allowed by law.

Commercial Filming

Commercial films are defined as all feature films, commercials, still photography ads, and any other non- news related film or photography ventures. All production companies wishing to scout locations on campus are to be directed to the ASU Communications Office who will review the request and forward it to the appropriate departments for review. Permission from the Building Manager and appropriate Dean must be procured, contracts signed and insurance certificates on file prior to making final filming arrangements. Approval may be prohibited should there be conflicts with the academic and event calendar of the University. (See Filming Policy for further guidance).

Contracts

Contracts for third party rental of University facilities where revenue is being generated by the University may be signed by the Executive Director of Auxiliary Services. All policies and procedures set forth for delegation of contracting by the institution must follow all Board of Regents of the University System of Georgia and State of Georgia policies and procedures.

Alcoholic Beverages

Possession or consumption of alcoholic beverages is prohibited on campus except when approval is granted by the President of Albany State University.

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

Special Events and Conferences: All requests must be submitted by the Permit Holder at least six (6) weeks prior to the event. The following rules apply:

If a request to serve alcoholic beverages is approved, **all** program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.

Alcohol must be served by authorized and licensed on-premises concessionaires.

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.

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 where applicable by law.

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

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

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

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

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

With presentation of the appropriate City of Albany and State of Georgia Alcohol Licensing/Serving Permits to the Events Coordinator of Albany State University prior to the commencement of the event, the client may serve alcoholic beverages. Permit Holder must comply with all local, state and pertinent federal rules and regulations, as well as institutional policies.

Requesting organization may wish to contract with a caterer who possesses an “off-site alcohol catering license” for alcoholic beverage service. If this course of action is taken, the caterer must provide Albany State University with a Certificate of Liability Insurance listing Albany State University as an additional insured. A copy of the Certificate of Insurance validating this coverage must be on file in the Event Coordinator’s office prior to the start of the event. All above policies and procedures for alcohol service remain the same. Contact Auxiliary Services prior to confirming outside catering services.

For additional information or questions related to the institutional-level procedures in this document, contact the following.

Executive Director of Auxiliary Services
229-500-2884

Campus Events/Scheduling Coordinator
229-500-2885

The following guidelines and procedures are established to address reservation of facility space on Albany State University campuses.

Internal Requests: Faculty, Staff and Departments

1. Any internal request for an event reservation must be entered by the requestor into 25Live.

If a special set-up is required, a rough sketch must be provided no later than three (3) days prior to the event. If the event has already been confirmed, send the set-up sketch electronically to the approver of the space or e-mail roomreservations@asurams.edu. In the event a sketch is not provided, the set-up crew will provide the requested number of tables and chairs, but the set-up crew is not required to re-set the room if the set-up is not as the requestor envisioned. Requestor may rearrange set-up at their discretion, unless requestor is notified otherwise.

Any and all catering must be secured through the dining contractor operating and managing food services at the time the event will be held. Outside catering is not permitted on ASU campuses. Any deviation to the procedure must be approved by the Executive Director of Auxiliary Services.

Any and all fundraising events must be approved by the Office of Institutional Advancement and/or Auxiliary Services *prior* to scheduling. A HOLD may be placed on the desired location at the discretion of the approver. Locations will be left on HOLD no longer than two weeks. The requestor will be notified of a released HOLD via an email from the approver.

If recording is required, the scheduler must alert the Mass Communications department of those needs. 25Live does not schedule recording services.

An event reservation is not approved until it has been assigned and confirmed by the approver of the designated space. The requestor will receive a confirmation email from an approver once the event has been confirmed. The approvers, along with their designated spaces, are outlined in Appendix B.

2. Approvers will review event requests within 48 business hours of submission. In the event the approver requires more information or if the event must be altered in some way, i.e. propose an alternate location or alternate set-up, the approver will attempt to make contact to further discuss the event reservation needs and requirements.

The Events Coordinator in the Office of Auxiliary Services and designated approvers reserve the right to deny space usage for any group if it is programmatically or operationally difficult to accommodate. Reservation requests may also be denied if the organization or purpose of the event does not align with ASU's mission, policies, or regulations (local, state and federal laws).

3. The approver will distribute information pertaining to the event to the appropriate departments via a distribution email; this includes technology requests, ITS support, set-up needs, police department notification, and unlock services.

The requestor is responsible to check facility set-up no less than three (3) hours prior to event start time or by 3:00pm if the event is outside of normal operating hours.

Should an event be cancelled, a 24-business hour notice is required to cancel without penalty. Events requiring special set-up are required to provide a 72-business hour notice of cancellation. To cancel an already confirmed event, send an email, with the Reference Number (i.e. 2018-AAXXXX) included, to roomreservations@asurams.edu.

Failure to comply with the cancellation guidelines may result in a \$100.00 cancellation fee charged to the department and/or organization. Failure to pay the cancellation fee may result in cancellation of currently scheduled events or denial of future event requests. The cancellation fee applies to all ASU departments and student organizations as well as third party vendors.

Approved Student Organizations

Use of facilities for student events must be approved by the Office of Student Affairs prior to scheduling. Contact Student Affairs for the process to request approval for an event and facility use.

A representative designated by the Vice President of Student Affairs is responsible for entering the event information into 25Live for confirmation of availability of facilities and resources.

Refer to above **Internal Requests** procedures.

External Requests/Third Party Requests

All External Requests must be routed through the Events Coordinator in the Office of Auxiliary Services (roomreservations@asurams.edu).

To request facility rental, submit the applicable P32 form to roomreservations@asurams.edu. For general facility use complete and submit the general P32 form; for request to utilize athletic facilities, complete the P32A; and for requests for theatre use, complete the P32T. See Appendix C for forms.

If event includes interaction with minors, requesting organization must comply with the Board of Regents, University System of Georgia, and Albany State University policies relating to interactions with minors. To view full policies and procedures related to interaction with minors, please visit the below link: <https://www.asurams.edu/legal-affairs/protection-of-non-student-minors.php>

Third Party rentals require a signed Rental Agreement and must comply with all policies outlined in the Albany State University License Agreement/Permit, Appendix A.

Events which are income producing for the sponsoring organization, involve ticket sales or include activities where there is potential for harm to the participant, i.e. third party athletic events, are required to purchase general liability insurance coverage with Albany State University listed as an additional insured for the duration of the event. The Certificate of Liability Insurance must be on file in the Events Coordinator's office prior to the start of the event. Limits of liability coverage are outlined in the Albany State University License Agreement/Permit, Appendix A, Section 8, *Insurance*.

Last Update:

Mar 2019, June 2019, October 2019

**STATE OF GEORGIA;
COUNTY OF DOUGHERTY:**

**ALBANY STATE UNIVERSITY
LICENSE AGREEMENT/PERMIT
(For Short Term Use of Campus Facilities)**

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

WITNESSETH THAT:

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, H and I as applicable, attached hereto and incorporated herein by reference.

The permit given is given for the sole purpose of _____ ("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: _____, Building _____ Date(s): _____ Time(s): _____ Purposes: _____		
	A-2. GENERAL FACILITIES/SPACE: _____, Building _____ Date(s): _____ Time(s): _____ Purposes: _____		
	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 G Exhibit H	
	C. POOLS AND RECREATIONAL FACILITIES: _____, Building _____ Date(s): _____ Time(s): _____ ___ Recreational Use ___ Competitive Use ___ Other Use: _____	Exhibit A Exhibit B Exhibit D Exhibit G	
	D. FOOD SERVICE AND CONCESSIONS: _____, Building _____ Date(s): _____ Time(s): _____ Type of Service: _____	Exhibit A Exhibit E Exhibit G	
	E. PARKING: _____ Spaces, Lot/Building(s) _____ Date(s): _____ Time(s): _____	Exhibit A Exhibit F Exhibit G	

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 or attached to this document, such sums to be paid to Owner one work prior to the date of the event, unless other arrangements are agreed to in writing. All checks should be made payable to the Institution. Checks should be mailed to Albany State University, Attention Events Office, and 2400 Gillionville Road, Albany, Georgia 31707.

A deposit of one half of the total rental fee is due within 20 business days of approval of the activity by the institution (the calculation date being the date the rental agreement is released by the institution to the Permit Holder). No reservation is guaranteed until the deposit has been paid and cleared. The balance due must be paid one week prior to the start date of the event. If the event is scheduled so that there is not sufficient time to follow this time schedule, the full amount will be due upon approval of the rental activity.

Rental fees are structured for “for profit organizations” and “non-profit organizations.” Non Profit Entities are defined as those organizations that in their daily operations do not make a monetary profit on the goods or services they provide, i.e., state or federal agencies, charitable organizations, school systems, etc. On occasion, outside organizations will provide potential benefits to the College in terms of marketing, recruitment opportunities, partnerships, corporate donations, etc. In these limited situations, the department involved with the organization shall submit a written request to the Institution President or designee requesting a reduction/waiver of the approved fee schedule. Such a request must justify the benefit to be derived by the College. Agency must provide proof of 501(c)3 status in order to be charged on the non-profit rate schedule. A copy of the notification letter from the IRS grants this status must be provided to the Events Coordinator.

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

PART A-1	_____ @ \$ _____ = \$ _____
PART A-2	_____ @ \$ _____ = \$ _____
PART B	SINGLE: _____ @ \$ _____ = \$ _____ DOUBLE: _____ @ \$ _____ = \$ _____ LINENS: _____ @ \$ _____ = \$ _____
PART C	_____ @ \$ _____ = \$ _____
PART D	_____ Meals @ \$ _____ per meal = \$ _____
PART E	_____ Spaces for _____ days @ \$ _____ per space per day = \$ _____
PART I	Direct Costs. See detail of direct costs itemized on Exhibit I. \$ _____
TOTAL FEES	To be paid not later than: _____ \$ _____

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:	Martha M. Snow	_____:
Address:	Albany State University West Campus 2400 Gillionville Road Albany, GA 31707	_____ _____ _____
Telephone:	(229) 229-500-2884	(____) _____ - _____
Facsimile	(229) 229-500-4892	(____) _____ - _____

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.
8. **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:

<i>Coverage</i>	<i>Limit</i>
a. Personal Injury and Advertising	\$1,000,000 per Occurrence
b. Contractual	\$1,000,000 per Occurrence
c. Fire Legal	\$1,000,000 per Occurrence
d. General Aggregate	\$2,000,000

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 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.

_____Permit Holder is not required to obtain insurance.

9. 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, 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.

10. 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 License Agreement
- Exhibit B General Provision
- Exhibit C Programs Serving Minors
- Exhibit D Lodging Accommodations

- Exhibit E Pools and Recreational Facilities
- Exhibit F Food Services & Concessions
- Exhibit G Parking
- Exhibit H Alcoholic Beverage Policy
- Exhibit I Tobacco & Smoke-Free Campus Policy
- Exhibit J Direct Costs Itemized
- Exhibit K Details Specific to Event Named Within

11. 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.

12. For additional information or clarification of information contained in this document, contact the Office of Auxiliary Services, Events Coordinator, at 229-500-2885 or via email at roomreservations@asurams.edu.

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: _____
 Name: _____
 Title: _____

By: _____
 Name: Martha M. Snow
 Title: Executive Director, Auxiliary Services

Permit Holder's Federal Tax ID No.: _____.

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 I (Direct Costs Associated with the Event), Exhibit J (Details Specific to Event Names Within)

Albany State University
EXHIBIT B

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. **This policy became effective for programs starting on or after May 1, 2017.**

2. Cancellation. If Permit Holder cancels this agreement thirty (30) days or less before the earliest reserved date, it shall forfeit any deposit paid and be liable to Owner for direct costs incurred in preparation to fulfill Owner’s obligations under this Agreement. If Permit Holder cancels this Agreement less than ten (10) days of the earliest reserved date, Permit Holder shall forfeit any deposit paid and agrees to pay said direct costs and liquidated damages for its lost business opportunity at a rate of \$25.00 per day for facilities, and \$10.00 per day per room for accommodations.

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 invoice is due not later than one week prior to 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 any additional 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 or by the athletics department. 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 the Auxiliary Services Office at roomreservations@asurams.edu or telephone number (229) 500-2885 and should be booked at least three (3) to four (4) 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, stage hands, property men, scorekeepers, time keepers and any other necessary labor for the Event. Direct labor costs for public safety officers, custodial services, electricians, IT technicians and any other personnel deemed necessary by the Institution will be provided for by the Institution and charges paid by the Permit Holder. These direct costs will be included in the rental agreement as pertinent to each area.
9. Reporting of Emergency/Accident Situations: In the event of an emergency, Permit Holder shall immediately contact the Central Dispatch of the Albany State University Policy Department at 229-430-4711. In the event of a life threatening emergency, dial 911 immediately. Secondary contact is to the Events Coordinator designated Institution representative on site for the event. A written report must be made through the public safety department for any type of accident or emergency situation that may arise during the course of the activity, set up and clean up included.
10. 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 unless otherwise agreed upon in writing prior to the broadcast.**
11. 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.
12. Signs and Banners. 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. Auxiliary Services will approve all advertisements

sponsored by a third party. Permit Holder shall not conduct any business activities within the premises without the Owner's prior written permission.

13. 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).
14. 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.
15. Owner's Right to Remove. The Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.
16. 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 at replacement cost value. 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. Premises will be inspected by the Events Coordinator or designated representative after the event concludes. Should the Institution deem that the facility is not appropriately cleaned, the Institution will invoice the Permit Holder for custodial services to clean the facility--\$15 per hour per employee.
17. 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.
18. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.
19. 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.
20. 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.
21. Compliance with No Smoking Policy. Premises are designated as a tobacco free/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.

22. Compliance With Programs Serving Minors Policy. Permit Holders that operate events which 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.
23. 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.
24. 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.
25. 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.
26. Governing Law. This agreement shall be governed by the laws of the State of Georgia.
27. Special Rules for Appearances of Celebrity Personalities.

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.

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

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.

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.

28. Camp Staff Ratio to Participants/Campers. Albany State University highly recommends that Permit Holder abides by the staff to participant/camper ratios as set forth by the American Camp Association (ACA).

ACA standards require different ratios of camp staff to participants attending camp for varying ages and special needs. Generally, the ratios at resident camps range from: One staff member for every five campers ages 4 and 5; one staff member for every six campers ages 6 to 8; one staff member for every eight campers ages 9 to 14; and one staff member for every 10 campers ages 15 to 17. At day camps the ratios range from: one staff member for every six campers ages 4 and 5; eight campers ages 6 to 8; one staff member for every 10 campers ages 9 to 14; and one staff member for every 12 campers ages 15 to 17.

Albany State University
EXHIBIT C

Programs Serving Minors

1. Institutional Policy. The Board of Regents of the University System of Georgia has developed a policy and procedure addressing the regulations for interacting with Non-Student Minors on Campus. A minor is defined as any person under the age of 18. As a result of this directive, Albany State University has developed a policy for interacting with non-student minors for events/activities held on campus. 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 to 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 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 with 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.

An integral part of the policy for interacting with non-student minors mandates a background check for all volunteers and salaried employees working the camps/events/activities will be required. Albany State University highly recommends that you, as a third party permit holder, conduct background checks done for all volunteers and employees who will interact with non-student minors at the event to be held on the East or West Campus of Albany State University.

The different types of background checks that are applicable to workers and volunteers for the event named within this document are outlined below.

- a. A state and federal criminal history check covering a minimum of seven (7) years. Institutions may require state and federal criminal history checks covering more than the minimum seven (7) years for specified positions of trust.
- b. A nationwide sex offender search.
- c. A social security number check.

At any time the institution may request and must be promptly provided with a copy of all pre-screening and training verification. All cost (financial and ethical) relating to supplying proof of completed background checks will be the responsibility of the permit holder.

Contact the Albany State University Human Resources Department with any additional questions that you might have regarding background 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.

Albany State University
EXHIBIT D

LODGING ACCOMMODATIONS

1. Accommodations. Should the activity warrant overnight stay on the Institution's campus, Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants as per prior arrangements. Permit Holder may release the reserved accommodation space without penalty up to three (3) weeks 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 prior to arrival date.
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. 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, 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. An example to the exception would be service animals.
- 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 residential living spaces will be allowed 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.

Albany State University
EXHIBIT E

POOL AND RECREATIONAL FACILITIES

1. Permissible Pool Activities:

- (a) Recreational Swimming. The Pool and facilities are open for recreational swimming each semester contingent upon class and program use. Open access swim days and times are posted each semester in the athletic department and in areas designated for such notification near the pool entrance.
- (b) Competitive Swimming: The Pool and facilities shall be used only during the period 4:00 p.m. to 8:00 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) Birthday Parties/Special Events: The Pool and facilities shall be scheduled for personal birthday and other celebrations on an as available basis. All related costs shall be incurred and paid by the Permit Holder. All policies and procedures pertinent to general pool use shall apply to these types of events.
- (d) Adaptive Physical Education: The Pool and facilities shall be used only on an "as available" after Owner's schedules have been determined. Primary contact for scheduling will be accomplished by contacting the Associate Director of Facilities and Game Day Operations at 229-500-2863. Use is subject to change each semester. 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) Owner shall provide certified lifeguards at a cost to the Permit Holder and be included in the lease agreement fee at a ratio of one certified lifeguard to 12 attendees.-
- (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 additional certified life guards at the expense of the Permit Holder.
- (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 and Albany State University.

- a. If Owner determines that a member of its institution's 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/unavailable at time of reservation, Permit Holder shall be entitled to reschedule the activity to a time convenient to the Permit Holder when the pool will be available. There will be no refund or reduction in fees.
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.

Albany State University
Exhibit F

FOOD SERVICES AND CONCESSIONS

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. Dining contractor on campus has exclusive rights to food and beverage catering for events held on campus. No outside may be brought on to the campus without prior written permission of the Executive Director of Auxiliary Services.

Arrangements for menus and cost will be made directly with Aladdin, a division of Elior North America personnel at 229-500-3628. Aladdin will invoice separately for catering services. Deposits, payment policies, deadlines and other information provided by the dining contractor may differ from deadlines set forth by the Institution for the activity.

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. At the discretion of the Owner, the Permit Holder may be invoiced for custodial services to clean the premises should it be deemed that the areas were not cleaned sufficiently.
3. All food services should be booked at least three (3) weeks in advance unless acceptable arrangements are made with the dining contractor.

Albany State University
Exhibit G

PARKING

1. **Lodging Facilities.** Parking is limited. The license plate must be 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. **Special Events Parking.** Parking on the Albany State University Radium Springs and Gillionville campuses are by permit. Relaxed parking policies may be in effect for special events/activities. Parking is prohibited in any space that is reserved/numbered or labeled faculty staff.

When appropriate, 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 assigned parking areas in which parking is permitted for the event/activity. For oversize and specialty vehicles, see restrictions below.

Vehicles in violation of these policies will be towed at the owner's expense.

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 as designated for that event. 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 a vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility. A special permit may be required. For lodging residents, the permit is obtained from the Albany State University Police Department main office on the Radium Springs Campus or the sub-station located on the Gillionville Campus. 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. Visitors conducting business or attending meetings on the East or West campus may park in available spaces not designated as reserved for Faculty and/or Staff or in handicapped parking spaces unless permitted to do so.
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. Vehicles in violation of parking in numbered/reserved spaces may be subject to towing at the owner's expense.
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.

Albany State University
Exhibit H

ALCOHOLIC BEVERAGE POLICY

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on Campus except when approval is granted by the President of the Albany State University.

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

1. **Special Events and Conferences:** All requests must be submitted by the Permit Holder at least six (6) weeks prior to the event. The following rules apply:
 - a. If a request to serve alcoholic beverages is approved, **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 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 where applicable by law.
 - e. Food must be available at the event at all times. Food must be present in the room/facility(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 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.
 - j. With presentation of the appropriate City of Albany and State of Georgia Alcohol Licensing/Serving Permits to the Events Coordinator of Albany State University prior to the commencement of the event, the client may serve alcoholic beverages. Permit Holder must comply with all local, state and pertinent federal rules and regulations, as well as institutional policies.

k. Requesting organization may wish to contract with a caterer who possesses an “off-site alcohol catering license” for alcoholic beverage service. If this course of action is taken, the caterer must provide Albany State University with a Certificate of Liability Insurance listing Albany State University as an additional insured. A copy of the Certificate of Insurance validating this coverage must be on file in the Event Coordinator’s office prior to the start of the event. All above policies and procedures for alcohol service remain the same.

Albany State University
EXHIBIT I

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 or a designated representative 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. The right to future rental of facilities on the Albany State University campuses may be forfeited should this policy be violated by third party permit holders.

Albany State University

EXHIBIT J

Personnel Fees: The number of personnel to be used at each event will be determined by Albany State University. All direct hourly costs to be billed at two hour minimums. The University reserves the right to adjust all facility rates, direct costs, etc., at any given time without notice. The University will provide clients with notice of changes as early as possible.

<u>FACILITY RENTAL</u>			
C-266			
Stage			
Floor Covering (Athletic Floors)			
Dance Floor (Parquet wood – 24ft. x 24ft.)			
SUB-TOTAL RENTAL			
<u>DIRECT COSTS</u>			
Technical Crew			
Backstage			
Light Board			
Sound Board			
Follow Spot			
Custodians			
IT Technician/AV Support			
Police/Security			
Facility Supervisor			
Electrician			
Clean up Fee			
Table Rental – five (5) foot round			
Table Rental – six (6) foot banquet			
Chairs, black mesh			
Setup			
Other			
SUB-TOTAL DIRECT COSTS			

TOTAL DUE ASU:

*Non Profit Entities are defined as those organizations that in their daily operations do not make a monetary profit on the goods of services they provide, i.e., state or federal agencies, charitable organizations, school systems, etc. On occasion, outside organizations will provide potential benefits to the College in terms of marketing, recruitment opportunities, partnerships, corporate donations, etc. In these limited situations, the department involved with the organization shall submit a written request to the College President or designee requesting a reduction/waiver of the approved fee schedule. Such a request must justify the benefit to be derived by the College. Agency must provide proof of 501(c)3 status in order to be charged on the non-profit rate schedule.

Albany State University

Exhibit K

Details Specific to Event Named Within
Responsibilities of Permit Holder and University

Examples:

Athletic activities

Who provides water to basketball team benches?

Who provides cups?

Who provides staff to work table, i.e., time clock, shot clock, official scorer?

Who pays for officials?

What decorating may or may not be done for the event.