**Albany State University**

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

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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 [facilitieseventscheduling@asurams.edu](mailto:facilitieseventscheduling@asurams.edu) or telephone number (229) 317-6770 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.

1. 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.
2. 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.
3. 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.**

1. 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.

1. 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.

1. 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).

1. 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.

1. 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.
2. 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.

1. 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.

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

1. 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.

1. 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.

1. 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.
2. 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.
3. 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.

1. 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.

1. 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.

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

1. 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 B**

**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.

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

1. 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.

1. 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.

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1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

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**Albany State University**

**EXHIBIT C**

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.

1. 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.

1. 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.

1. 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.

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

key is $50.00.

1. 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.

1. 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.

1. 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:

* 1. No alcohol or drugs may be consumed or brought onto Owner’s property; see Exhibit G.

* 1. 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.

* 1. No firearms, weapons, ammunition, fireworks, explosives or highly flammable materials will be permitted within Owner’s buildings or on Owner’s property.

* 1. 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.

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

* 1. 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.

* 1. 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.

* 1. No tampering with or removal of windows or window screens from any part of any Owner’s building will be permitted.

* 1. No tampering with the fire system or fire-fighting equipment will be permitted.

* 1. No removal of lounge or common area furniture into individual rooms or residential living spaces will be allowed without permission of the Owner.

* 1. No gambling or solicitation in any form will be permitted.

* 1. No parking in the service or fire lanes adjacent to Owner’s buildings will be permitted.

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**Albany State University**

**EXHIBIT D**

POOL AND RECREATIONAL FACILITIES

1. Permissible Pool Activities:

1. 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.
2. 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.
3. 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.

1. 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 Aquatics Director at 229-317-6899 or the Associate Director of Facilities and Game Day Operations at 229-317-6994. 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.

* + - 1. 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.

* + - 1. 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.

* + - 1. 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.

1. 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.
   * 1. 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.

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* + 1. 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.

1. 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.
2. 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.

1. Pool Operations under this License.

* 1. Owner retains, and Permit Holder may not interfere with:

* + 1. Owner’s access to the Pool and Facilities at all times to exercise its rights or responsibilities.

* + 1. Owner’s right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.

* + 1. 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.

* 1. Permit Holder shall:

* + 1. Use the Pool in a safe and orderly manner.

* + 1. Comply with Owner’s regulations and directives governing the safe and orderly operation of the Pool.

* + 1. Conform to all governmental statutes, regulations, ordinances and directives.

* + 1. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.

* + 1. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted material or any trade name.

* + 1. Not in any way damage, deface, or alter the Pool.

* + 1. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.

* + 1. 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.

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1. 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.

* 1. 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.

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**Albany State University**

**Exhibit E**

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 Events Coordinator.

Arrangements for menus and cost will be made directly with Elior North America Personnel. Elior 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.

1. 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.

1. All food services should be booked at least three (3) weeks in advance unless acceptable arrangements are made with the dining contractor.

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**Albany State University**

**Exhibit F**

**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.

1. 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.

1. 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.

1. 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.

1. 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.

1. Parking Fees. Owner reserves the right to charge parking fees “at the lot” for attendees at any event.

1. 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.

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**Albany State University**

**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 when leased for non-campus sponsored events.

* 1. 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.

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

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

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:

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

* 1. Alcohol must be served by authorized and licensed on–premises concessionaires.

* 1. 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.

* 1. 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.

* 1. 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.

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

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

* 1. 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.

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

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* 1. 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.
  2. 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.

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**Albany State University**

**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 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.

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**Albany State University**

**EXHIBIT I**

Direct Costs Itemized

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. Rates are subject to change without notice.

Theatre Specific Rental

Technical Crew

Backstage $\_\_ /hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Light Board $\_\_ /hr. x \_\_\_\_hrs. = \_\_\_\_\_\_\_\_\_\_ Sound Board $\_\_ /hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Follow Spot $\_\_ /hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Student Center Multi-Purpose Room and Cavalier Arena Specific

Stage $\_\_\_ per event = \_\_\_\_\_\_\_\_\_\_ Carpeting Athletic Floors (when applicable) $\_\_\_ per event = \_\_\_\_\_\_\_\_\_\_

Dance Floor – Parquet wood - 24 ft. x 24 ft. $\_\_\_ per event = \_\_\_\_\_\_\_\_\_\_

For all leased events held on campus

Custodial Services $\_\_ / hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

ITS $\_\_ / hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Police Department $\_\_ / hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Events Coordinator $\_\_ / hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Electrician $\_\_ / hr. x \_\_\_\_ hrs. = \_\_\_\_\_\_\_\_\_\_

Clean up fee (if applicable) $\_\_ / hr. x \_\_\_\_\_hrs. = \_\_\_\_\_\_\_\_\_\_

Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ = \_\_\_\_\_\_\_\_\_

Table Rental – five (5) foot round $\_\_\_\_ per table x \_\_\_\_\_ tables = \_\_\_\_\_\_\_\_\_\_

Table – six (6) foot banquet $\_\_\_\_ per table x \_\_\_\_\_ tables = \_\_\_\_\_\_\_\_\_\_

Chairs, black mesh $\_\_\_\_ per chair x \_\_\_\_\_ chairs = \_\_\_\_\_\_\_\_\_\_

Other (describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ = \_\_\_\_\_\_\_\_\_\_

TOTAL DIRECT COSTS $\_\_\_\_\_\_\_\_\_\_

\*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 University 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 University President or designee requesting a reduction/waiver of the approved fee schedule. Such a request must justify the benefit to be derived by the University. Agency must provide proof of 501(c)3 status in order to be charged on the non-profit rate schedule.

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**Albany State University**

**Exhibit J**

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.

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