

Short-term Facilities Use Agreement

Permit Holder:

Name of Camp:

Date of Camp:

Exhibits included:

- ☐ 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 Invoice

STATE OF GEORGIA; COUNTY
OF LOWNDES:

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 Valdosta State University ("the Institution"), a unit of the University System of Georgia (hereinafter called "Owner") and _____ (hereinafter called "Permit Holder") located at Valdosta State University

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 in the exhibits attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of _____ ("Event") and none other.

2. **Schedule of Licensed Premises:** See attached estimated invoice/reservation document.
3. **Consideration.** In consideration of Owner's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of the Rental Fees, in addition to such other charges as outlined in the Summary of Fees below, such sums to be paid to Owner prior to the first use of the Premises, unless other arrangements are agreed to in writing. All checks should be made payable to the Institution.
4. **Summary of Fees:** See attached estimated invoice. (Exhibit G)
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:	_____	_____
Address:	<u>Valdosta State University</u> <u>1500 N. Patterson Street</u> <u>Valdosta, GA 31698</u>	_____
Telephone:	_____	_____

7. **Indemnification.** Permit Holder hereby 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 copyright infringement or other copyright violation, 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.** 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>
1. Personal Injury and Advertising	\$1,000,000 per Occurrence
2. Contractual	\$1,000,000 per Occurrence
3. Sexual Abuse or Molestation	\$1,000,000 Any One Person
4. Fire Legal	\$1,000,000 per Occurrence
5. 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. The 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 certificate of insurance 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.

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 acts of God, accident, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials of energy 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 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 Invoice

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.

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 AND ON BEHALF
OF VALDOSTA STATE UNIVERSITY**

By: _____
Name: _____
Title: _____

By: _____
Name: Traycee Martin
Title: VP Finance and Administration

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

EXHIBIT A

GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be by this Exhibit A. The Licensed Premises is provided and is accepted by Permit Holder “as is, where is, and with all faults.” If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder.
2. Process Fee:
There is a Camps and Conferences process fee of \$5 per camper, which will be included on all invoices.
3. Deposit:
All third party camp/conference agencies that are not associated with Valdosta State University are required to pay a twenty (20%) percent deposit of the total estimated cost associated with hosting a camp/conference at Valdosta State University. The deposit amount will be determined based on the initial estimated numbers provided by the camp/conference. The twenty (20%) percent deposit must be received, along with signed contract by Camps and Conferences Department no later than sixty (60) days prior to the check-in/start date of camp. This deposit can be adjusted on a per camp basis.
4. Cancellation:
In the event that the camp/conference organization must cancel, refund of deposit is as follows:
 - Fifty (50%) percent of the deposit will be refunded if the Camps and Conferences Department is contacted/notified in writing of cancellation thirty (30) days or more prior to the camp/conference start date.
 - Zero (0%) percent of the deposit will be refunded if the Camps and Conferences Department is notified of cancellation less than thirty (30) days prior to the camp/conference start date.
5. 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.
6. Event Staffing: Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, security staff, stage hands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event. If such services are procured through Owner, Permit Holder shall pay Owner a fee in accordance with the event contract and Event Services Guideline Manual, provided in writing and online at www.valdosta.edu/eventservices.
7. 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 neither the Owner nor the Board of Regents of the University System of Georgia is a sponsor of the event.**
8. 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.
9. 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.

10. 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 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).
11. Owner Access. Owner shall always have access to the premises during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.
12. 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.
13. Damages to the Premises. Permit Holder agrees that it shall not in any way injure, damage, mar or deface the building, floor, furniture, fixtures, or equipment which are in or about the premises. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees. Clean-up following the Event(s) shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal of any trash from the floors of the premises and lobby. With prior arrangements, clean-up can be handled by the Owner's staff or concessionaires and paid for by the Permit Holder.
14. 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.
15. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.
16. Compliance With Alcohol Policy. At all times while on the premises Permit Holder shall comply with the Institution alcohol policy located at <https://www.valdosta.edu/administration/policies/documents/5002-alcohol-policyfor-events.pdf> and shall insure that its agents, employees, or invitees comply with the same. Prior to serving alcohol Permit Holder must obtain authorization from Institution's President through its Event Services Department, telephone (229) 333-5998.
17. Compliance With No Smoking Policy. Premises are designated as a no smoking facility and Permit Holder agrees to enforce such policy, which can be found at <https://www.valdosta.edu/administration/finance-admin/human-resources/documents/official-usg-tobacco-free-campus-policy.pdf>. The use of all tobacco products is prohibited in Institution facilities, including offices, leased spaces, doorways, meeting rooms, restrooms, dining areas, and loading docks.
18. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Institution property, and to release the Owner and Institution from any liability in conjunction with use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit B. At any time, the Institution may request, and must be promptly provided with, copies of all pre-screening and training verification.
19. 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 always free from all obstructions 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 always burning 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.
20. Compliance With Event Services Guideline (ESG) Manual. Permit Holder is responsible for following the policies set forth in the Event Services Guideline (ESG) Manual provided in writing and online at

www.valdosta.edu/eventservices. In the ESG Manual, Permit Holder will be categorized and referred to as Affiliated or Non-Affiliated User.

21. Compliance With Camps and Conferences Policy and Procedure Manual. Permit Holder is responsible for following the policies set forth in the Policy and Procedure Manual provided in writing and online
22. 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.
23. 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.
24. Governing Law. This agreement shall be governed by the laws of the State of Georgia.
25. Special Rules for Appearances of Celebrity Personalities:
 - a. If the personal appearance of a celebrity personality is contemplated for the event, no substitutions for such personalities or stars shall be made without the express written consent of Owner.
 - b. Radio or television broadcasts originating on or about the Licenses Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered between the parties hereto.
 - c. If the planned personality defaults on the appearance, the liability of Owner shall be limited to the return of the permit fees charged, so long as the default is deemed by Owner to be not the fault of Permit Holder. In all other events, the permit fees will be forfeited to Owner.
 - d. If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all costs of such personnel utilization.

EXHIBIT B

Programs Serving Minors

1. Institutional Policy. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of the Institution's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below.
2. Duty of Care. Permit Holder shall operate such program/activity in a reasonably safe manner.
3. Forms. Permit Holder shall use all appropriate forms related the operation of the program / activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others. Permit Holders shall ensure that the program/activity is registered with the Institution's Minors on Campus Coordinator, telephone (229) 333-5463, at least 30 days in advance.
4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor program participants. The criminal background check shall include each state the individual resided and federal criminal history check covering a minimum of seven (7) years, national sex offender search and social security number check. Background checks shall be renewed every three (3) years. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.
5. Supervision. Every minor participant must always be properly supervised 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 reporting requirements, process, and contacts; appropriate contact with minors; safety and security procedures; first aid guidelines and medication management; 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 at (229) 259-5555 or 911 (emergency) and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT C

LODGING ACCOMMODATIONS

1. Accommodations. A guarantee must be provided, as to the number of participants (to include staff) and housing/room needs requested for the camp/conference and must be received by Camps and Conferences Department no later than **(10) business days** prior to the check-in/start date of camp. This number is to include a breakdown by gender and by team (if applicable). You may increase this number up to **(5) business days** prior to camp check-in/start date, depending on the available/prepared rooms.

In the event that the guarantee is not received by Camps and Conferences Department **(10) business days** prior to the check-in/start date of camp, the camp/conference organization will be billed based on the initial estimated numbers plus 25%.

2. Check-in and Check-out. Check-in/Check-out times and locations must be submitted to the Camps and Conferences Department no later than (10) business days prior to start of the camp/conference. Preferably, this information should be decided during the initial stages of planning for staffing purposes. Early arrivals and/or late departures must be arranged with conference coordinator.
3. Assignment. In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.
4. Personal Property. Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.
5. Room Keys. Each participant may check out only his or her own room key. The charge for a lost room key is \$15 - \$55, depending on the type of key.
6. Health Care. The Valdosta State University Health Center will be available for use to all camps/conferences if needed. There is a visit charge of \$25 plus any lab and/or pharmacy costs. Payment is due when services are rendered and debit/credit card is the only accepted form of payment.
7. 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.
8. 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 or on the Smoke-Free Campus; see Exhibit H.
 - c. No firearms, weapons, ammunition, fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.
 - d. No animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission.

- e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.
- f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.
- g. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.
- h. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.
- i. No tampering with the fire system or fire suppressing equipment will be permitted.
- j. No removal of lounge or common area furniture into individual rooms or apartments will be permitted.
- k. No gambling or solicitation in any form will be permitted.
- l. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

EXHIBIT D

POOLS AND RECREATIONAL FACILITIES

1. Institutional Policy: Permit Holder shall be governed by and comply with all requirements of the Institution's Department of Campus Recreation Facility Rental Policy. Such requirements include but are not necessarily limited to those listed below.

2. Permissible Pool Activities:

Recreational Swimming/Competitive Swimming/Other Aquatic Special Events. The Pool and facilities are open for event reservation during normal operating hours, pending no departmental program use or previous reservation was scheduled for the requested space(s). Pool rental for an event involving anything other than swimming (i.e. log rolling, scuba diving, paddling, etc.) requires the review and approval of the Coordinator of Aquatics or her/his designee.

3. Legal Compliance. The Pool, as made available to Permit Holder is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.
 - a. If Owner determines that a member of its institution staff must be present at the Pool during the Permit Holder's use of the Pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.
 - b. Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.
4. Inclement Weather: If lightning strikes within eight miles of the Recreation Center, the pool will close for 30 minutes, with the timer reset after subsequent strikes. The Permit Holder will be responsible for paying Owner for its staff's time regardless of the weather. In addition, Owner's staff may stop any event if they deem the situation unsafe for attendees. An event rescheduled due to weather will not be subject to any new charges.
5. Staffing: Staffing is required for use of campus recreational facilities including the Pool in accordance with the Valdosta State University Department of Campus Recreation Facility Rental Policy.
6. Maintenance and Repair. Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Pool is unavailable.
7. 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.
8. Pool Operations Under this License.

8.1 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.

8.2 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.

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

- 9.1 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.
- 9.2 Review of Plan: Owner shall promptly review the proposed plans for general conformance to this Agreement and policies of the Owner. Permit Holder shall provide such additional planning information Owner reasonably requests for that review. After consultation with Permit Holder, Owner may require Permit Holder to make changes in the proposed plans to attain the safe and orderly operation of the Pool, compliance with this Agreement and Owner's policies, and coordination of the use of common areas and other users of the Pool. Permit Holder may not make material changes in the proposed plans submitted to the Owner without Owner's consent. Permit Holder shall conduct its operation in substantial conformity with the approved plans as submitted.

EXHIBIT E

FOOD SERVICES AND CONCESSIONS

1. Dining Guarantee: A guarantee must be provided, as to the number of participants (to include staff) and meals requested for the camp/conference and must be received by the Camps and Conferences Department **(10) business days** before the check in date of the camp/conference. The guarantee number will be applied to all meals that the camp will eat during their stay.

Invoices are generated using numbers provided by the guarantee and will be billed accordingly, barring an increase in numbers. If the camp/conference guarantee increases after the **(10) business day** guarantee deadline, and notification is provided to the Camps and Conferences Department within **(3) business days** of the start of the camp, the guarantee will be adjusted upwards up to 10% of the original guarantee provided. Additional meals above 10% of the original guarantee and increases provided later than **(3) business days** before start of camp will be handled on a per camp basis. Increased fees and other penalties may occur. The guarantee will not be adjusted downward after the **(10) business day** guarantee deadline.

In the event that the guarantee is not received by Camps and Conferences Department **(10) business days** prior to the check-in/start date, the camp/conference organization will be billed based on the initial estimated numbers plus any additional meals at the individual meal per day rate.

2. Cancellations: Cancellations will be handled in the manner listed below:
 - Cancel (5) business days prior to service start time- 30% of guaranteed amount will be billed.
 - Cancel (2) business days prior to service start time- 50% of guaranteed amount will be billed.
 - Cancel less than (1) business day prior to service start time- 100% of guaranteed amount will be billed.
3. 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.

EXHIBIT F

PARKING

1. Visitor Parking. Visitors who park any type of vehicle on the campus of Valdosta State University are required to complete a visitor vehicle registration forms for upon arrival. Parking passes are virtual and no physical passes will be handed out. Vehicles MUST NOT pull through or back in to a parking space or they will be ticketed. Vehicles parked by camps/conferences will not be ticketed as long as a visitor vehicle registration form has been completed, turned in, and they are legally parked based on provided parking locations/guidelines.
2. 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 at Sustella or Oak Street Surface Lot.
3. Parking Violations. If a visitor receives a parking citation for no parking permit during the week, they should immediately notify the Parking & Transportation Department for instructions. The department will decide if the citation(s) can be cleared as a guest or if the ticket(s) should proceed with an appeal (decision based on the customer's account and citation violation). 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.
4. 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 all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

EXHIBIT G

Invoice