INTERNAL MEMORANDUM OF UNDERSTANDING FOR FACILITY USE

This Memorandum of Understanding for Facility Use (the "Agreement") sets forth the obligations and responsibilities of the undersigned department(s), college(s), or program(s) within Kennesaw State University to use, occupy, and enjoy the facilities described herein for the program or event approved by HRL (the "Event(s)"). By executing this Agreement, the undersigned, on behalf of their department(s), college(s), or program(s) (described collectively herein as the "Licensee"), acknowledges that the Licensee is required to comply with all the terms and conditions of this Agreement as a mandatory condition of its license to use, occupy, and enjoy the facility described herein. The Department of Housing and Residence Life ("HRL") has been authorized to license and manage the facilities, buildings, and spaces on campus on behalf of the Board of Regents of the University System of Georgia and behalf of Kennesaw State University ("KSU"). HRL and Licensee shall be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, Licensee desires to temporarily occupy and utilize certain properties and facilities owned or controlled by KSU and managed by HRL on KSU's behalf;

WHEREAS, HRL, on behalf of KSU, is willing to grant the Licensee 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

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants, and agreements hereinafter set forth, the Parties agree to the below terms and conditions:

1. **Premises and Use Involved.** HRL hereby grants to Licensee, and Licensee hereby accepts from HRL, a revocable license, subject to the terms, conditions and provisions of this Agreement and its exhibits, which are attached hereto and incorporated herein by reference, to occupy, use, and enjoy the facility and ancillary spaces located on KSU's campus (such premises are referred to collectively herein as the "Licensed Premises" or "premises"), as reflected in the reservation and event documentation provided by HRL. The dates and times reflected in the reservation and event documentation provided by HRL are referred to collectively herein as the "Licensed Period."

   The license provided under this Agreement is nonexclusive and solely for the purpose of _____ (the "Event(s)"), and none other. Licensee's use of the Licensed Premises is subject to the following:

   (a) The Licensed Premises are provided to and accepted by Licensee "AS IS, WHERE IS" with all faults. If HRL is unable for any reason to provide part of or all of the Licensed Premises specified in this Agreement, HRL shall give prompt written notice thereof to Licensee. If HRL is unable to provide part or all of the Licensed Premises for any reason other than a Force Majeure Event, as that term is defined herein, and the Parties cannot agree to a revised schedule or alternative Licensed Premises, then HRL shall refund Licensee all amounts then paid by Licensee pursuant to this Agreement less any direct or documented costs HRL incurred prior to the date of termination in preparation to fulfill HRL'S obligations under this Agreement.

   (b) Licensee shall not conduct any business activities within the Licensed Premises other than those activities required for the production of the Event(s), or for which HRL has given prior written permission.

   (c) HRL shall have access to the Licensed Premises at all times during the Licensed Period.

   (d) Subject to applicable law, HRL reserves the right to, at HRL's sole discretion, refuse admittance to or remove any objectionable person or persons from the Event(s) or Licensed Premises and Licensee expressly waives any right to damages for such removal.

   (e) Licensee agrees that it will not in any way injure, damage, mar or deface any portion of the Licensed Premises, including but not limited to the floors, walls, ceilings, furniture, fixtures, equipment, and systems. Licensee shall reimburse HRL for any such damage or injury caused by or reasonably attributable to Licensee, its agents, contractors, invitees, or other persons admitted to the Licensed Premises by Licensee.

(f) All property brought onto the Licensed Premises by Licensee, its agents, contracts, invitees, or other persons admitted to the Licensed Premises by Licensee shall be at the sole risk of Licensee. HRL shall not be responsible for any such property or liable for any loss, damage or injury to Licensee, its agents, contractors, invitees, or other persons admitted to the Licensed Premises by Licensee.

(g) Licensee shall make no alterations in or additions to the Licensed Premises.

(h) Licensee shall utilize only those parking spaces designated by HRL. HRL reserves the right to determine the location and number of parking spaces to be utilized by Licensee. HRL assumes no responsibility whatsoever for loss or damage to any vehicle or its contents from use of any parking space.

(i) If Licensee operates an event that provides for the care, custody, or control of minors, and the Event(s) does not meet one of the exceptions to KSU's Programs Serving Minors Policy, then Licensee shall be subject to all the requirements of KSU's Programs Serving Minors Policy, including, without limitation, the requirement to register the event in the Minors Registry, provide training for all Authorized Individuals, as that term is defined in the Programs Serving Minors Policy, and conduct a Risk and Compliance Review. Even if the Event(s) falls under an exception to KSU's Programs Serving Minors Policy, Licensee shall still be responsible for taking reasonable precautions to assure the safety and well-being of the minors on the Licensed Premises during the Event(s). The Programs Serving Minors Policy is attached hereto as Exhibit A and incorporated herein by this reference.

(j) Licensee acknowledges and agrees that KSU and HRL employees or contractors may take photographs, videos and/or other recordings of the Event(s) and/or Event attendees or participants (collectively referred to herein as "Media"). Licensee shall be responsible for securing any necessary consent forms or waivers for such Media. KSU and HRL may use such Media without limitation and without compensation to Licensee. Licensee does not have any right to inspect and/or approve, in whole or in part, KSU's or HRL's usage of such Media or any other promotional material KSU or HRL creates, except as otherwise set forth in this Agreement.

2. **Term**. This Agreement shall be effective as of the execution date (the "Effective Date") through the Licensed Period reflected in Licensee's reservation and event documentation provided by HRL.

3. **Consideration.** In consideration of HRL's willingness for the Licensee to occupy, use and enjoy the premises as above indicated, the Licensee agrees that HRL may charge all applicable fees, damages, and other charges associated with the Event(s) to the following:

Speed Chart number: _____

Account Code: _____

Licensee acknowledges receipt of an event estimate prepared by HRL. The estimate is based upon information available at the time it is issued and is subject to adjustment based upon final guarantees, actual attendance, requested services, approved modifications, damages, and other charges associated with the Event(s). After completion of the Event(s), HRL will provide Licensee with a final invoice summarizing all fees, charges, deposits, credits, and payments. Licensee must raise any disputed charges in writing within ten (10) business days of receipt of the final invoice. Following expiration of the dispute period. HRL may charge all approved and outstanding amounts to the SpeedChart Number and Account Code identified above.

4. **Failure to Pay.** Licensee agrees that if it fails to pay the charges or any part thereof in accordance with this Agreement, provides an inaccurate Speed Chart number, or if Licensee violates any other provision of this Agreement, all remaining obligations of HRL under this Agreement shall, at the option of HRL, cease and be terminated upon written notice to the Licensee. Further, Licensee shall be precluded from booking any other space, building, or facility on campus until it has paid in full, and any other reservation(s), program(s), or event(s) that are pending from Licensee as of the date of the overdue payment may also be canceled, at the discretion of HRL.

5. **Notices**. All notices and other communications shall be in writing via email to the individuals identified below or their designees:

To HRL: Overnight Experiences Program

	KSU Email address: overnightexperiences@kennesaw.edu
To Licensee:	[Licensee Department, College, or Program] [Name of Licensee Primary Point of Contact/ Signatory Authority] [Title of Above Individual] KSU Email address: _____

6. **Licensee's Risk.** The rights and privileges hereby granted to Licensee are to be used and enjoyed at the risk and responsibility of Licensee. As partial consideration for the rights granted under this Agreement, Licensee hereby agrees that to the extent KSU is subject to any losses or liabilities of any nature that arise out of, are related to, or connected with Licensee's activities under this Agreement, and at the sole discretion of KSU and HRL, (i) such losses may be reflected in Licensee's budget for the following fiscal year; or (ii) Licensee may be precluded from entering into other Memoranda for Facility Use for the period of time deemed appropriate by KSU and HRL.

7. **Compliance with Applicable Laws and Policies.** In connection with the Event(s) and activities described in this Agreement, Licensee shall comply with and adhere to all KSU policies, procedures, and guidelines and shall comply with all applicable local, state, and federal laws, rules, ordinances, orders, guidelines, and regulations regarding the Licensed Premises or concerning health, safety, and public order. Failure of Licensee and/or any of its participants to comply with this provision may result in forfeiture of the privilege of using the facilities, or termination of this Agreement, as well as other damages allowed under this Agreement and applicable law.

8. **Cancellation for Force Majeure.** In the event that acts of God, fire, wind storm, casualty, war, pandemic, epidemic, national or state emergency, acts or regulations of public authorities, riots, strikes, civil tumult, interruption or delay of transportation service, or any other unforeseen circumstance beyond the control of HRL or KSU (a "Force Majeure Event") makes it impossible or impractical for HRL to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall otherwise be made impossible by a Force Majeure Event, then this Agreement shall stand canceled, and the HRL shall not be liable to Licensee for any damages or penalties as a result of such cancellation. HRL shall provide written notice of such cancellation to Licensee.

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

    Exhibit A KSU's Programs Serving Minors Policy
    Exhibit B Lodging Accommodations
    Exhibit C General Provisions

10. **Non-Waiver**. All rights of HRL described herein shall also be construed as the right(s) of KSU and any limitations on HRL's liability shall also apply to KSU. Neither HRL's or KSU's (a) failure to exercise any right or power under this Agreement; or insist upon Licensee's strict compliance with the provisions of this Agreement; nor (b) decision to engage any custom or practice that is at variance with the terms and conditions of this Agreement shall constitute a waiver of HRL's or KSU's right to demand Licensee's exact and strict compliance with the terms and conditions of this Agreement.

11. **Counterparts**. This Agreement may be executed in counterparts, each of which together shall constitute one agreement.

12. **Governing Law and Jurisdiction**. This Agreement shall be construed under the laws of the State of Georgia.

13. **Modification**. The Parties may modify this Agreement via electronic mail, for non-substantive changes such as updating the Licensee's point of contact or start time, and otherwise through a written agreement signed by both Parties.

14. **Entire Agreement.** This Agreement, including the exhibits attached hereto, 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. Section headings are included herein for convenience of reference only and shall not be construed as part of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding for Facility Use to be signed.

LICENSEE	**ADMINISTRATION AND FINANCE DIVISION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attached Exhibits: Exhibit A KSU's Programs Serving Minors, Exhibit B (Lodging Accommodations), & Exhibit C (General Provisions).

EXHIBIT A

Programs Serving Minors

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

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

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

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

5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Licensee 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. Licensee shall provide training to all its 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. Licensee 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. Licensee 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 Owner'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 Licensee 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 Licensee or such other individuals have other concerns regarding a minor's safety, Licensee or such other individual must report the situation immediately to the Owner'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. Licensee hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT B

LODGING ACCOMMODATIONS

1. Accommodations. HRL agrees to provide to Licensee accommodations based on the final guaranteed number of participants. Accommodations for additional participants shall be on a space-available basis only. Licensee shall be responsible for the applicable fees for the total actual participants or for the estimated participants, whichever is greater. Licensee shall be responsible for any loss of or damage to any of KSU's property.

2. Check-in and Check-out. Check-in and Check-out times are as reflected in the reservation and event documentation provided by HRL. Early arrivals and/or late departures must be arranged with HRL.

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

4. Personal Property. Licensee agrees that neither HRL or KSU shall be responsible for loss of, or damage to personal property or Licensee's participants through fire, theft, or other causes.

5. Access Credentials. Each participant may check out only his or her own access credentials. The charge for a replacement of access credentials is $50.00. Licensee is responsible for distributing access credentials to participants. The charge for a replacement of access credentials lost room key is $50.00/ per incident per person. Replacement cost will be charged directly to Licensee.

6. Master Access. The Licensee agrees that each individual granted master access will comply with all KSU policies, rules, and procedures regarding door access. The Licensee shall not enter unauthorized areas or misuse access to the designated space. Any violation or abuse of access privileges by Licensee may result in removal from the Licensed Premises, as well as other disciplinary or legal consequences.

7. Lockouts. Licensee is responsible for executing their participants' lockouts. If the KSU has to execute a lockout, there will be a fee of $25 per incident.

8. Healthcare. Licensee acknowledges and agrees that no healthcare services or facilities are provided by this agreement. Licensee shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.

9. Trash Removal. Clean-up following the Event(s) shall be the responsibility of the Licensee. Licensee shall be responsible for the removal of any trash from the rooms/units floors of the premises and lobby. There will be a $25 fee for any trash left in rooms and a $50 fee for any trash left in hallways or lobby spaces.

10. Right to Enter Room. KSU and HRL reserve 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 KSU's policies.

11. Compliance with Laws, Regulations and Policies. Licensee agrees to adhere to all KSU policies, rules, and guidelines and to comply with all applicable local, state and federal laws concerning health, safety and public order. Failure of Licensee and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using KSU's facilities, or termination of Exhibit B or the Agreement, as well as other damages allowed under applicable law. These regulations and policies include but are not limited to the following:

a. No alcohol or drugs may be consumed or brought onto the Licensed Premises.

b. No smoking or tobacco use will be permitted in any room or apartment or in KSU's buildings or in the Licensed Premises.

c. No firearms, weapons, or ammunition (except as specifically allowed by applicable federal or state law)

or fireworks, explosives or highly flammable materials will be permitted within KSU's buildings or on KSU's property.

d. Except for service animals, no animals will be permitted in rooms or apartments or in KSU's buildings without prior written permission of HRL. As soon as reasonably practical upon Licensee's notice that a participant has a service animal, Licensee will notify HRL to ensure proper accommodations are in place.

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 HRL.

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

h. No tampering with or removal of windows or window screens from any part of any building within the Licensed Premises will be permitted.

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

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

k. No removal of individual room or apartment furniture into the lounge, common area, or another individual room/apartment will be permitted without permission of HRL.

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

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

EXHIBIT C

General Provisions

1. **Cancellation.** If Licensee cancels this agreement ninety (90) days or more before the earliest reserved date, it shall forfeit any deposit paid and be liable to HRL for direct costs incurred in preparation to fulfill HRL's obligations under this Agreement. If Licensee cancels this Agreement less than ninety (90) days of the earlier reserved date, Licensee shall forfeit any deposit paid and agrees to pay said direct costs, as well as indirect costs for HRL's lost business opportunity at a rate of $25.00 per day for classroom/small meeting facilities, $100.00 per day for large meeting facilities/fields and $10.00 per day per bed for accommodations.

2. **Attendance Guarantee.** Licensee shall provide HRL with *minimum contracted* guaranteed numbers for Event(s) attendance, and, if applicable, for lodging and food service, at signing. Licensee shall provide HRL with *final* guaranteed numbers for conference attendance, and, if applicable, for lodging and food service, no later than fifteen (15) working days before the earliest reserved date. Final guaranteed numbers must be greater than or equal to minimum contracted guaranteed numbers. HRL does not guarantee availability of facilities, food or lodging in which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.

3. Purchase/ **Sale of Food.** All food sales and/or concessions shall be operated by one of KSU's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should concessions be requested by the Licensee, such request should be booked at least fifteen (15) business days in advance of the date of the Event(s). Concessions will not be made available at any Event(s) unless requested by the Licensee. Licensee may not cater food from a non-KSU vendor without prior approval from HRL.

4. **Event Staffing.** HRL will determine staffing needs for the Event (including, without limitation, security, police, electricians, audio/visual technicians, stagehands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event). The staffing plan will be discussed with the Licensee and agreed to prior to the event. HRL recognizes that this plan may include volunteers provided by Licensee. Final decisions on staffing needs will be made by HRL. Any additional or last-minute staffing costs will be included in final bill.

5. **Promotion and Publicity.** Licensee agrees that unless and until a fully signed original of this Agreement has been delivered to both Licensee and HRL, no information or publicity of any nature whatsoever relating to Licensee's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to HRL, or HRL's designee, for approval prior to any distribution. HRL agrees that any revenues generated from radio and television shall be for the account of Licensee.

6. **Signs and Business**. Unless HRL has provided prior written permission, Licensee shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials for entities other than KSU within the premises.

7. **Licenses, Permits and Copyright Royalties.** Licensee shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Licensee 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 HRL prior to the Event(s). As set forth in the Agreement, KSU and HRL are permitted to use its photographs, videos, recordings, or other copyrighted media from the Event(s) for any purpose and shall not compensate Licensee for such use.

8. **Damages to the Premises**. Licensee 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. Licensee shall reimburse HRL for any such damage or injury caused by Licensee, its members, participants, or other persons admitted to the premises by Licensee, its members, or participants. Clean-up following the Event(s) shall be the responsibility of the Licensee.

Licensee 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 HRL's staff or concessionaires and paid for by the Licensee.

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

10. **No Alterations or Improvements.** Licensee shall make no alterations in or additions to the premises.

11. **Compliance With Fire Safety Standards.** In accordance with accepted standards for fire safety, Licensee agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Licensee 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). Licensee 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.

12. **Assignment.** Licensee may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part.

13. **Special Rules for Appearances of Celebrity Personalities:**

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

b) If the planned personality defaults on the appearance, then HRL is entitled to keep all, or be paid such, permit fees from the Licensee as outlined in Exhibit B, unless such default is due to the actions or omissions of HRL.

c) If it is deemed necessary by the HRL that personnel be utilized in ensuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Licensee shall reimburse HRL for all costs of such personnel utilization.