REVOCABLE LICENSE AGREEMENT

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made and entered into this [Date], by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of KENNESAW STATE UNIVERSITY ("Owner" or "KSU"), a unit of the University System of Georgia (hereinafter called "Owner") and _____ (Name of Organization/Group) (hereinafter called "Licensee"). Owner and Licensee shall be referred to collectively herein as the "Parties."

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

WHEREAS, the Licensee desires to temporarily occupy and utilize certain properties and facilities owned or managed by the Owner as hereinafter described; and

WHEREAS, Owner is willing to grant 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 as follows:

1. **Premises and Use Involved.** Owner hereby grants to Licensee, and Licensee hereby accepts from Owner, a revocable license, subject to the terms, conditions and provisions of this Agreement. The premises covered by this Agreement are the housing facilities and ancillary spaces assigned by Owner and reflected in Licensee's reservation and related event documentation maintained by Owner (the "Licensed Premises"). Licensee may occupy and use the Licensed Premises only during the dates and for the purposes reflected in such reservation and documentation.

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

For purposes of this Agreement, "Occupants" shall mean the employees, contractors, agents, interns, consultants, or other individuals authorized by Licensee to reside in or otherwise utilize the Licensed Premises.

(a) At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises for the purposes described in this Agreement. The Licensed Premises are provided to and accepted by Licensee "AS IS, WHERE IS" with all faults. If Owner is unable for any reason to provide part of or all of the Licensed Premises specified in this Agreement, Owner shall give prompt notice thereof to Licensee.

(b) Licensee shall not in any way whatsoever use Owner's name or state or imply the endorsement of Owner, Kennesaw State University, or the State of Georgia of the activities of Licensee. Failure of Licensee to comply with this provision shall be considered grounds for immediate termination of this Agreement by Owner.

(c) Licensee shall not conduct any business activities within the Licensed Premises or the Building other than those activities described in this Agreement.

(d) Owner shall have access to the Licensed Premises at all times during the time Licensee is permitted to occupy, use and enjoy the Licensed Premises under this Agreement.

(e) Owner reserves the right to refuse admittance to or remove from the Building and the Licensed Premises any person or persons found objectionable by Owner in its sole discretion. Licensee expressly waives any right to damages for such removal.

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

(g) All property brought onto the Licensed Premises by Licensee, its employees, agents, contracts, invitees or

other persons admitted to the Licensed Premises by Licensee shall be at the sole risk of Licensee. Owner shall not be responsible for any such property or liable for any loss, damage or injury to Licensee, its employees, agents, contractors, invitees or other persons admitted to the Licensed Premises by Licensee.

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

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

2. **Term.** This Agreement shall be effective as of the execution date (the "Effective Date") through the occupancy dates identified in Licensee's reservation with Owner.

3. **Consideration.** In consideration of Owner's willingness for the Licensee to occupy, use and enjoy the premises as above indicated, the Licensee agrees to pay Owner all housing fees, rental fees, service fees, damages, and other charges associated with the Event. Licensee acknowledges receipt of an event estimate prepared by Owner. 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 permitted under this Agreement. Upon execution of this Agreement, Licensee shall pay Owner a deposit equal to twenty-five percent (25%) of the estimated event cost within ten (10) business days unless otherwise stated in writing by the Owner. After the completion of the Event(s), a final invoice summarizing all fees, taxes, charges, deposits, credits, and payments will be submitted to Licensee. License must raise any disputed charges in writing within ten (10) days after receiving the final invoice.

4. **Failure to Pay.** Licensee agrees that if it fails to pay the charges, deposit, or any part thereof in accordance with this agreement, or if Licensee 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 Licensee. 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%). Licensee 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. Further, Licensee may 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 the Owner.

5. **Notices**. Except for non-substantive changes (e.g., updated contact names or information), which may be communicated by electronic mail or such other means as the Parties mutually agree, all notices and other communications shall be in writing and sent by first class certified mail, return receipt requested, postage prepaid; or by overnight delivery service; or personally hand-delivered to the applicable party at the following addresses:

To KSU: Kennesaw State University
1200 Chastain Rd NW – Ste. 204
Kennesaw, GA 30144
Attention: Overnight Experiences Program – Housing & Residence Life

To Licensee: _____ (Name of Organization/Group)
_____ (Name of Street)
_____ (City, State, Zip Code)
Attention: _____ (Signatory Authority)

6. **Indemnification and Release.**

(a) The rights and privileges hereby granted to Licensee are to be used and enjoyed at the sole risk and responsibility of Licensee. As partial consideration for the rights granted under this Agreement, Licensee hereby fully releases and discharges Owner, the State of Georgia and their respective officers, directors,

employees, agents, representatives, agencies and instrumentalities from all loss and liability of any nature that is any way related to or connected with Licensee's activities pursuant to this Agreement.

(b) Licensee shall indemnify and hold harmless Owner, the State of Georgia and their respective officers, directors, employees, agents, representatives, agencies and instrumentalities from and against any and all claims, demands, liabilities, losses, costs, or expenses, including but not limited to bodily injury, death, personal injury, property damage, attorneys' fees and court costs, caused by, growing out of or otherwise occurring, directly or indirectly, as a result of this Agreement or Licensee's use of the Licensed Premises. This indemnification shall apply whether (i) the activities involve third parties or employees, contractors, agents or invitees of Licensee or any state entity or political subdivision as well as Licensee itself, its employees, contractors, agents or invitees; or (ii) a state entity or political subdivision is partially responsible for the situation giving rise to the claim. This indemnification shall extend to the successors and assigns of Licensee and shall survive the termination of this Agreement. If and to the extent the damage or loss is covered by both this indemnification and any applicable insurance fund maintained by Owner, Licensee shall reimburse to the affected fund all monies paid out by the fund. To the full extent permitted by applicable law, Licensee and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the fund and insurers participating thereunder to the full extent of this indemnification.

7. **Compliance with Applicable Laws.** In connection with the Event(s) and activities described in this Agreement, and at all times during the Licensee's use of the Licensed Premises, Licensee shall comply with and adhere to all of Owner's policies, guidelines and 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 Occupants to comply with these laws, regulations, guidelines or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement, as well as other damages allowed under applicable law.

8. **Licensee Personnel Notification and Access Control.**

(a) Notification of Personnel Changes. Licensee shall provide prompt written notice to Owner in the event that any employee, contractor, agent, or other representative of Licensee ("Licensee Personnel") who has been granted access to the Licensed Premises is terminated, suspended, reassigned, or otherwise no longer authorized to act on behalf of Licensee in connection with the Event(s) or use of the Licensed Premises. Licensee shall provide such notice within twenty-four (24) hours of Licensee Personnel no longer being affiliated with or authorized by Licensee.

(b) Removal from Licensed Premises. Upon receipt of such notice, the affected Licensee Personnel shall no longer be permitted access to the Licensed Premises or Owner's facilities, housing, buildings, systems, programs, or services provided under the Agreement. Owner reserves the right to immediately deactivate access and remove such individual from the Licensed Premises. Owner may, in its sole discretion, permit the individual an opportunity to retrieve personal belongings at a time, place, and in a manner determined by Owner.

(c) Access Credentials. Licensee shall be responsible for the immediate retrieval, return, or deactivation of all access credentials issued to such Licensee Personnel, including but not limited to keys, access cards, and electronic credentials. Licensee shall be responsible for any costs, damages, or fees resulting from failure to retrieve, return, or deactivate such credentials.

(d) Breach. Failure by Licensee to comply with this Section shall constitute a material breach of this Agreement and may result in removal of Licensee Personnel, revocation of access privileges, termination of this Agreement, or any other remedy available to Owner under the Agreement or applicable law.

(e) Reservation of Rights. Nothing in this Section shall limit Owner's right to deny access to, remove, or bar any individual from the Licensed Premises, facilities, housing, buildings, systems, or programs.

9. **General Provisions.**

(a) Time is of the essence of this Agreement.

(b) Nothing contained in this Agreement shall make or be construed to make Owner and Licensee partners in,

of, or joint ventures with each other.

(c) If any provision of this Agreement should be ruled void, invalid, unenforceable or contrary to public policy by a court of competent jurisdiction, then all remaining provisions of this Agreement shall survive and be applied to the fullest extent possible.

(d) The revocation of the license granted by this Agreement or the termination of this Agreement shall not operate to cut off any claims or causes of action in favor of Owner or Licensee that occurred or arose prior to the effective date of such revocation.

(e) No failure of either party to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

(f) This Agreement shall be construed by the laws of the State of Georgia.

10. **Insurance.** Licensee shall, at its own cost and expense, obtain and maintain Commercial Liability Insurance, which shall include, but not be limited to, coverage for personal and contractual liability. The insurance shall have minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate. The insurance must cover Licensee's use of the Licensed Premises and be issued by an insurance company legally licensed and authorized to transact business in the State of Georgia. In addition, Licensee shall, at its own cost and expense, obtain and maintain Workers Compensation Insurance with the following minimum limits:

Workers Compensation:

Bodily Injury by Accident – each employee	$100,000
Bodily Injury by Disease – each employee	$100,000
Bodily Injury by Disease – policy limit	$500,000

Licensee shall provide proof of such insurance and name Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University as an additional insured under such policy. **Licensee shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least fifteen (15) business days 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 Licensee in the absence of fifteen (15) business days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Licensee pursuant to this Agreement. Licensee's failure to obtain and furnish evidence of the required insurance shall constitute default.**

11. **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 the Owner (a "Force Majeure Event") makes it impossible or impractical for the Owner 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 Owner shall not be liable to Licensee for any damages or penalties as a result of such cancellation. Owner shall provide written notice of such cancellation to Licensee.

12. **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 Lodging Accommodations

Failure by the Licensee to comply with any such stipulations, provisions, covenants, agreements, terms, or conditions shall constitute a material breach of this Agreement and may, at the Owner's sole discretion, result in the immediate

removal of the Licensee, its Occupants, or invitees from the premises, at the sole cost and expense of the Licensee.

13. **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

[Signatures on Next Page]

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

LICENSEE	**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF KENNESAW STATE UNIVERSITY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Licensee's Federal Tax ID No.: _____.

Attached Exhibit: Exhibit A (Lodging Accommodations).

EXHIBIT A

Lodging Accommodations

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

2. Check-in and Check-out. Check-in and Check-out times are as reflected in Licensee's reservation and related event documentation maintained by Owner.

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

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

5. Access Credentials. Access Credentials will be provided to Licensee and/or a representative of Licensee only. Licensee is responsible for distributing access credentials to Occupants. The charge for a replacement of access credentials is $50.00/ per incident per person. Replacement cost will be charged directly to Licensee.

6. Overnight Visitors. Overnight Visitors are welcome to stay in the residence halls and apartments for a period of up to three consecutive nights, with a maximum of ten nights per reserved period, provided all of the following conditions are met: a) Space is available; b) The Occupant extending the invitation is present during the overnight visitor's stay; c) Overnight visitors are acceptable to all roommates, since an Occupant's right to occupy his/her room without the presence of an overnight visitor shall take precedence over the right of a roommate to host an overnight visitor; d) The Occupant assumes responsibility for all the overnight visitor's actions, damages and violation of rules; e) Overnight visitors must adhere to all federal, state and local laws, and KSU and housing policies; f) Use of community bathrooms including shared bath areas in suite/apartments by members of the opposite sex is prohibited; g) Occupant notifies Housing and Residence Life staff of any overnight visitor. Overnight visitors will be subject to immediate eviction if their behavior is deemed inappropriate.

7. Lockouts. Licensee with master access are responsible for executing their Occupants' lockouts. If the Owner 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 Occupants.

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 fe**e** for any trash left in hallways or lobby spaces.

10. 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.

11. Compliance with Laws, Regulations and Policies. Licensee 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 Licensee and/or any of its Occupants 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 or termination of this agreement, as well as other damages allowed under applicable law. 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.

b. No smoking or tobacco use will be permitted in any room or apartment or in Owner's buildings or on Owner's property.

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

d. Except for service animals, no animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission. As soon as reasonably practical, Licensee will notify Owner in writing if any Occupant informs Licensee of their intention to bring or use a service animal to ensure Owner has proper accommodations 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 the Owner.

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

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

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

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

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

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

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

n. The parking of Occupant vehicles must comply with university parking regulations.

o. Disobedience to staff: Refusal to follow reasonable instructions from Licensee representatives and university officials.