**Savannah State University**

**REVOCABLE LICENSE AGREEMENT**

**(Facilities Use Agreement)**

**THIS REVOCABLE LICENSE AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA on behalf of Savannah State University** (“BOR”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”).

**WITNESSETH:**

 **WHEREAS,** BOR owns certain Space/Building located as delineated in Exhibit “A” (Schedule); and

 **WHEREAS,** Licensee desires to enter into a license with BOR to utilize a portion of the Space/Building for Licensee’s business purposes on a temporary basis;

 **NOW, THEREFORE,** in consideration of the covenants, conditions and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Licensed Premises. BOR hereby grants to Licensee, and Licensee hereby accepts from BOR, a revocable license, subject to the terms, conditions and provisions of this Agreement, to utilize that portion of the Space/Building described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Licensed Premises”).
2. Use of Licensed Premises. (a) At the sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises for the following purposes only: as delineated in Exhibit “A”. The Licensed Premises are provided to and accepted by Licensee “AS IS, WHERE IS” with all faults. If BOR is unable for any reason to provide part of or all of the Licensed Premises specified in this Agreement, BOR shall give prompt notice thereof to Licensee.

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

(c). License shall not conduct any business activities within the Licensed Premises or the Building other than those activities described in Exhibit “A”.

(d). BOR 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). BOR reserves the right to refuse admittance to or remove from the Space/Building and the Licensed Premises any person or persons found objectionable by BOR in its sole discretion.

(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 BOR 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, contractors, invitees or other persons admitted to the Licensed Premises by Licensee shall be at the sole risk of Licensee. BOR 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 those number of parking spaces identified on Exhibit “A”. BOR reserves the right to designate parking spaces to be utilized by Licensee. BOR assumes no responsibility whatsoever for loss or damage to any vehicle or its contents from use of any parking space.

(j). Alcoholic beverages are not permitted in the Building or the Licensed Premises unless otherwise specified.

(k). The Building, the Licensed Premises and the entire SSU campus are designated as no smoking and tobacco-free facilities and Licensee agrees to advise its employees, agents, contractors and invitees of such policy and to enforce such policy.

(l). If Licensee operates an event that provides for the care, custody, or control of minors, then Licensee shall take precautions to assure the safety and well-being of minors on Licensed Premises, and to release BOR from any liability in conjunction with use of the facility. Licensee by its signature, acknowledges the requirements of and compliance with BOR’s policy on programs serving minors, and the terms set forth in Exhibit “B”.

(m). Licensee shall be permitted to sell tickets and merchandise related to the event during the time that the premises are licensed pursuant to the Agreement, provided that Licensee shall be responsible for any taxes, permits or fees associated with its sales, and that Licensee shall be responsible for the costs of a Savannah State University public safety officer during the time that sales take place.

3. Duration. Licensee may use the Licensed Premises commencing on and continuing until the time specified in Exhibit “A”, unless previously revoked or terminated pursuant to the terms of the Agreement. If not previously revoked or terminated, this Revocable License shall stand revoked and terminated, without the necessity of BOR giving any notice to Licensee at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Revocation. This Agreement merely grants to Licensee a revocable license. Regardless of any and all consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and all rights, privileges or interests hereby granted shall be subject to immediate revocation by BOR with or without cause. Following revocation, Licensee shall have no right whatsoever to be or remain on the Licensed Premises. Licensee, at its sole cost and expense, shall immediately after revocation or expiration of this Agreement, remove its facilities from the Licensed Premises. Notwithstanding anything contained herein to the contrary, BOR may revoke this Agreement at any time it determines in its sole discretion that the use of the Licensed Premises by Licensee is not in compliance with the terms of this Agreement.

5. Payment. In consideration of the license granted under this Agreement, Licensee shall pay BOR the sum stated in Exhibit “C”. Such sum shall be paid by Licensee at the time of execution of this Agreement by Licensee; refunds are available as outlined in Exhibit “C”. If requested by Licensee, BOR will provide additional incidental services, such as access to copiers, facsimile machines, projectors and technical support during the term of this Agreement (the “Incidental Services”). BOR shall invoice Licensee for the Incidental Services. Licensee will pay such invoice for the Incidental Services within five (5) days of request, prior to the event.

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 BOR, 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 BOR, 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 BOR, 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. 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. Licensee shall provide proof of such insurance and name BOR as an additional insured under such policy.

8. Assignment. Licensee may not transfer or assign this Agreement or any of its rights or privileges under this Agreement without the express prior written consent of BOR, which consent may be given or withheld by BOR in its sole and absolute discretion.

9. Notices. 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 BOR: Savannah State University

 3219 College Street

 Savannah, GA 31404

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 To Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Compliance with Applicable Laws. Licensee shall comply with all applicable laws, rules, ordinances and regulations regarding the Licensed Premises, as well as all applicable rules and regulations of BOR regarding use of the Licensed Premises.

11. General Provisions.

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

 (b). Nothing contained in this Agreement shall make or be construed to make BOR 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 BOR 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.

 (g). This Agreement represents the entire agreement between the parties and may not be amended or altered except in writing signed by both parties.

 **IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

**BOR: Licensee:**

Board of Regents of the University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

System of Georgia on behalf of Print Name

Savannah State University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Edward B. Jolley, Jr. Date

Vice President of Business & Financial Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Legal Review by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University Counsel

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Exhibit “A”**

**Event Schedule** (For multiple day/location events)

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| --- | --- | --- | --- | --- |
| **Date** | **Day** | **Start Time** | **End Time** | **Location** |
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Activity:

Insurance:

Parking: Parking will be free, however parking in a RESERVED or RESEDENTIAL space may result in a fine.

Security:

Catering:

Information Technology Services:

**EXHIBIT “B”**

Programs Serving Minors

1. SSU 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 SSU’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 to the operation of the program/activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
4. Criminal Background Checks.­ Licensee shall properly 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 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.
5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least on 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 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 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, of 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 Institution’s campus police department and to the Georgia Department of Human Services (and/or 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 “C”: Invoice**

Savannah State University

Office of University Events Date:

3219 College Street Invoice #:

Savannah, Georgia 31404 Event Name:

Phone: (912) 358-3397 Event Start Date:

Fax: (912 Event End Date:

**BILL TO:**

Contact name:

Phone:

Department:

**DESCRIPTION: RATE QTY. # OF DAYS OR HOURS AMOUNT**

**Space/s Reserved**

Refer to Attachment B: Event

Schedule and Space Locations on the

contract

Subtotal Facility Fees:

**Support Fees:**

Event Coordination

Custodial

AV Support

Parking Attendant

Parking Manager

Public Safety Officer

Public Safety Specialist

Public Safety: EMT

Subtotal Support Fees:

 Subtotal $

 Deposit

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Balance Due $

**PAYMENT INSTRUCTIONS**

**To pay by check:** Make all checks payable to Savannah State University, mail to Savannah State University ATTN: University Advancement/Events 3219 College Street Savannah GA 31404

**To pay by Credit Card:** please contact Events Office directly to obtain credit card authorization form

**Cash** is not accepted by the Office of Events.

**To pay through SSU Departmental Account:**

SSU Department Account Name:

SSU Responsible Location: University Events

Speed Chart Number:

Account Number:

Please include invoice number when submitting the payment through institutional accounting practices.

**Signed contract is required by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or event will be canceled.**

**Balance due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**