

**ACTIVATION LICENSE AGREEMENT**

**\$150 DEPOSIT**

**LICENSE AGREEMENT**

This License Agreement (the “**Agreement**”) is made and entered into as of the date of latest signature below , by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** (hereinafter sometimes referred to as the “**USG**”) **by and on behalf of the Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia and having its principal offices at 225 North Avenue, Atlanta, Georgia 30332 (hereinafter called “**Georgia Tech**”) and

\_\_\_\_\_ located at \_\_\_\_\_ (hereinafter called “**Licensee**”). Georgia Tech is a unit of the USG.

WITNESSETH THAT:

WHEREAS, the Licensee desires to temporarily occupy and utilize certain of Georgia Tech's properties and facilities hereinafter described; and

WHEREAS, Georgia Tech is willing to permit Licensee to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **PREMISES INVOLVED.** The premises covered by this temporary occupancy and use permit, or license is that space in the Student and Campus Event Center Facilities listed at <https://studentcenter.gatech.edu/> (the “**SCEC Facilities**”) and located on the campus (“**Campus**”) of the Georgia Institute of Technology, and as described in more detail in **EXHIBIT A**, which is attached hereto and incorporated herein (the “**Premises**”).
2. **TIME OF USE.** The times during which the Licensee shall be permitted to occupy, use and enjoy the above-described Premises are outlined on **EXHIBIT A**, attached hereto and incorporated herein by reference.
3. **LICENSE FEES AND TAXES.** In consideration of Georgia Tech's willingness for the Licensee to occupy, use and enjoy the Premises as above indicated, the Licensee agrees to pay Georgia Tech the sums outlined in **EXHIBIT A**, in addition to any other charges required to be paid by Licensee under this Agreement and as otherwise mutually agreed to in writing by the parties. Licensee shall pay all monies due hereunder without abatement, deduction or set-off of any amount whatsoever.

Licensee agrees that any change, modification, addition or adjustment to the scope of Licensee’s temporary occupancy and use as set forth herein must be made in writing and signed by duly authorized representatives of the parties before any such change, modification, addition or adjustment is implemented. Licensee understands and agrees that any such change, modification, addition or adjustment may result in an increase in Georgia Tech’s fees.

Licensee agrees that if any payments specified herein are not made by the agreed upon dates, Georgia Tech may cancel the temporary occupancy and use permit, or license granted herein and terminate this Agreement. Licensee further agrees that in the event of termination for non-payment, Georgia Tech shall be entitled to, and will retain any monies previously paid to Georgia Tech, including without

limitation the non-refundable Deposit (as defined herein in **EXHIBIT A**), and Licensee shall pay Georgia Tech for any fees or expenses Georgia Tech incurred in connection with the Event, up to and including, the date of cancellation, pursuant to **Section 31 (TERMINATION)** of this Agreement.

Licensee shall pay all taxes lawfully imposed upon it resulting from this Agreement and/or Licensee's temporary occupancy and use hereunder. Georgia Tech shall pay all taxes lawfully imposed upon it resulting from this Agreement and/or Georgia Tech's obligations hereunder. Georgia Tech makes no representation whatsoever as the liability or exemption of Licensee for any taxes imposed by any taxing authority.

4. **USE.** Subject to Licensee's compliance with the terms and conditions of this Agreement, Georgia Tech grants Licensee and its employees, licensees, invitees, agents, independent contractors, vendors, and suppliers, provided such employees, licensees, invitees, agents, independent contractors, vendors, and suppliers are obligated under terms at least as restrictive as those contained in this Agreement regarding their temporary occupancy and use of the Premises, the right to occupy and temporarily use the Premises

solely for the following purpose and no other: \_\_\_\_\_ (the "**Event**") as more explicitly depicted and described in **EXHIBIT A**, attached hereto and incorporated herein by reference. Licensee acknowledges and agrees that the primary intended audience for the Event is the Georgia Tech student community and understands that the primary purpose of this Event is to engage directly with Georgia Tech students.

5. **MANAGEMENT RIGHTS AND GEORGIA TECH PERSONNEL ACCESS.** Georgia Tech reserves the right to control and manage the Premises and the Georgia Tech Campus and to enforce all necessary rules for the proper management, operation, and maintenance of the same. Georgia Tech shall have free access to all space occupied by Licensee on or in the Georgia Tech Campus at all times. To the extent possible, Georgia Tech agrees to use reasonable efforts to prevent and/or minimize disruption of the Event during Licensee's temporary use and occupancy of the Premises.

Licensee shall meet and confer regularly with the Event Coordinator regarding the Event and Licensee's use of the Premises and/or Georgia Tech Campus. The time and frequency of such meetings between Licensee and the Event Coordinator are to be determined and mutually agreed upon by the parties.

Notwithstanding anything herein, Georgia Tech shall have access to and may cease some or all Event activities for emergency purposes, including, but not limited to, fire, health, life and property safety, at all times and Georgia Tech's access to the Premises and Georgia Tech's Campus for emergency purposes shall be determined by Georgia Tech, within its sole discretion, as it deems necessary.

6. **ACCESS AND DISABILITY ACCOMMODATIONS.** Access to facilities, buildings and other structures on the Georgia Tech Campus, including, but not limited to, the Premises, must be permitted as required by the applicable laws and regulations of the Americans with Disabilities Act ("**ADA**"). Licensee's Event and use of the Premises and other buildings and structures on the Georgia Tech campus shall not impede access as required by the applicable laws and regulations of the ADA. If accommodations are needed under the ADA, Licensee shall notify Georgia Tech at least **fourteen (14) days** prior to the Event to discuss the necessary accommodation(s) and whether Georgia Tech or Licensee is obligated to provide such accommodation(s) and discuss the management of all such accommodations. To the extent that Georgia Tech incurs additional costs to meet the requirement(s), Licensee shall be responsible for and shall provide all fees and expenses for any accommodations required by Licensee in connection with its Event and/or occupancy or use of the Premises and/or Georgia Tech Campus per this Agreement beyond what Georgia Tech is required by applicable law to provide for its Premises or Campus.

7. **ELECTRICAL CONNECTIONS.** Licensee acknowledges and agrees that all electrical connections

shall be approved by authorized Georgia Tech facilities personnel.

8. **STAFFING.** Licensee shall furnish all necessary labor as shall be essential to install, operate, service, and remove all equipment belonging to Licensee; or if such persons shall be procured by Georgia Tech, as deemed necessary in Georgia Tech's sole discretion, any such costs to Georgia Tech shall nevertheless be reimbursed by Licensee.
9. **GEORGIA TECH PERSONNEL AND ADDITIONAL STAFFING.** Licensee agrees that should Georgia Tech, in its sole discretion, determine that certain Georgia Tech staff or operational personnel are required for the proper operation and management of the Premises and Georgia Tech Campus in connection with Licensee's temporary occupancy, use and Event activities, such staff and personnel shall be managed and controlled by Georgia Tech and that all reasonable fees, compensations and/or other costs incident thereto regarding such staff and personnel shall be paid by Licensee.

The parties agree that the hiring and management of any additional staff for the Premises and/or Georgia Tech Campus, including, but not limited to, traffic control personnel, supervisors, security guards, custodians, AV staff, operations staff, and all other personnel, as deemed necessary by Georgia Tech in its sole reasonable discretion for the proper operation and management of the Premises and/or Georgia Tech Campus and Licensee's temporary use of the Premises as set forth herein, shall be managed by Georgia Tech. The parties further agree that all customary fees and other costs incident thereto regarding the hiring and management of such additional staff shall be paid by Licensee.

10. **SECURITY.** Georgia Tech shall be responsible for all police and security functions at the Event and Licensee shall reimburse Georgia Tech for all such expenses and related expenses incurred in the performance of this responsibility. Licensee is required as a condition of this Agreement to work with the Event Coordinator, as needed, to coordinate well in advance of the Event with the Police Chief for the Georgia Tech Campus (the "**Georgia Tech Campus Police Chief**") who will in turn determine a police and security plan including a specification of the number and type of regular and special officers required. The Georgia Tech Campus Police Chief shall be empowered to take the steps necessary to ensure full compliance by Licensee with the provisions of this Agreement relating to the health, welfare, morals, and safety of the using public. Licensee shall pay for any additional police, security and/or fire protection staffing and/or measures which Georgia Tech may deem necessary in connection with Licensee's use of the Premises hereunder as set forth herein.

Notwithstanding the foregoing provisions contained in this **Section 10** [SECURITY], upon the written consent of authorized Georgia Tech personnel, which consent may be withheld in Georgia Tech's sole discretion, Licensee may utilize private security company personnel ("**Private Security**") in connection with the Event activities, as deemed reasonably necessary by Georgia Tech and Licensee. Licensee acknowledges and agrees that such Private Security is subject to the provisions of **Section 11** below [THIRD-PARTY VENDORS].

11. **THIRD-PARTY VENDORS.** Should Licensee desire to utilize third-party vendors to perform services on behalf of Licensee at the Premises during the Event (each a "**Third-Party Vendor**"), Licensee shall submit the names of any such requested Third-Party Vendor and the services to be performed for Licensee by such proposed Third-Party Vendor during the Event, and any other information reasonably requested by Georgia Tech, not later than **fourteen (14) days** prior to the Event. Approval of, and access to the Premises by, any such Third-Party Vendor during the Event is subject to Georgia Tech's prior review and approval in its sole discretion. Additionally, Georgia Tech, in its sole discretion, shall have the right to remove a Third-Party Vendor from the Premises at any time, as outlined in **Section 26** (GEORGIA TECH'S RIGHT TO REMOVE). Licensee shall be responsible for entering into any and all agreements with such Third-Party Vendor which shall obligate such Third-Party Vendor to terms at least as restrictive as contained in this Agreement regarding the temporary occupancy and use of the Premises during the Event. Licensee's Certificate of Insurance provided to

Georgia Tech pursuant to **Section 15 (INSURANCE)** shall include all Third-Party Vendors approved by Georgia Tech and Licensee is responsible for ensuring that all such Third-Party Vendors obtain and maintain insurance policies and limits as described in **Section 15 (INSURANCE)**. Licensee shall be liable for the acts, omissions and the results thereof of its Third-Party Vendors. Licensee shall indemnify and hold harmless the Board of Regents of the University System of Georgia by and on the behalf of the Georgia Institute of Technology (“**Georgia Tech**”), the Georgia Tech Foundation, Inc. (“**GTF**”), Georgia Tech Facilities, Inc., (“**GTFI**”), the Georgia Tech Athletic Association, Inc. (“**GTAA**”), their officers, members, employees, directors and agents, from and against any and all claims, damages, liabilities, losses, costs or expenses for any loss including, but not limited to, bodily injury, death, personal injury, property damage, expenses and reasonable attorneys’ fees caused by, growing out of, or otherwise occurring in connection with Third-Party Vendor’s provision of services and temporary occupancy and use of the Premises during the Event, due to any act, omission (whether intentional or negligent), or the results thereof of the Third-Party Vendor, its agents, employees, independent contractors, invitees or others working on behalf of or at the direction of the Third-Party Vendor.

12. **PROMOTIONAL ITEMS/MERCHANDISING.** Licensee shall be permitted to sell and/or distribute promotional items or souvenir items (“**Items**”) during the Event solely as described in **EXHIBIT A, Section 5 [USE]**. Licensee acknowledges and agrees that it shall not sell/distribute any Items without the prior written consent of Georgia Tech, in each instance. Georgia Tech reserves the right to refuse, in its sole discretion, the sale/distribution of specific Items. The location where such Items may be sold/distributed shall also be determined in Georgia Tech’s sole discretion.

**If food giveaways and/or sales are part of the Event (including, without limitation, food comprising the Items that are central to the brand activation comprising the Event), such giveaways and/or sales must be explicitly documented in EXHIBIT A, Section 5(a).**

Georgia Tech may require any Third-Party Vendor to enter into a separate written agreement with Georgia Tech permitting sales/distribution of Items and/or other merchandise at the Premises during the Event.

13. **DAMAGE TO PROPERTY AND PREMISES.** Licensee shall use reasonable care to prevent damage to the Premises and Georgia Tech Campus, and Licensee shall be responsible for any damage to the Premises and Georgia Tech Campus, including, but not limited to, damage to personal property, buildings, landscaping, and equipment in and around the Premises and Georgia Tech Campus, caused by or incident to Licensee’s use of the Premises, normal wear and tear excepted

Licensee shall not in any way injure, damage, mar or deface the SCEC Facilities, furniture, fixtures, or equipment which is in or about the Premises. Licensee shall not commit any nuisance or knowingly do or permit anything to be done which may result in the creation or commission of a nuisance. Licensee shall not do or permit anything to be done which may interfere with the effectiveness or accessibility of utilities, ventilation, or air conditioning systems or portions thereof, nor do or permit anything to be done which may interfere with free access and passage thereto or to the public streets adjacent thereof, or the street or sidewalks adjoining the building. Licensee shall reimburse Georgia Tech for any damage or injury caused by Licensee, its employees, agents, invitees or other persons admitted to the Premises by Licensee, its agents, employees or invitees.

If any damage has been sustained, Georgia Tech shall submit in writing to Licensee a list of damages to the Premises or Georgia Tech Campus and/or other evidence of such damages, including, but not limited to, photographs, videos, etc., that Georgia Tech alleges Licensee caused upon Georgia Tech first learning of the damage and after the expiration of Licensee’s use as set forth in **Section 2 (TIME OF USE)** above or upon completion of use of the Premises by Licensee (including any additional use), whichever is later.

In the event of any dispute over whether damage to the Premises or the Georgia Tech Campus has occurred, Georgia Tech's determination shall be conclusive. Licensee shall reimburse Georgia Tech for the reasonable costs of any such restoration or repair within thirty (30) business days of Licensee's receipt of Georgia Tech's invoice.

14. **INDEMNIFICATION.** Except if due to the sole negligence or willful misconduct of Georgia Tech, Licensee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Board of Regents of the University System of Georgia by and on the behalf of the Georgia Institute of Technology ("**Georgia Tech**"), the Georgia Tech Foundation, Inc. ("**GTF**"), Georgia Tech Facilities, Inc., ("**GTFI**"), the Georgia Tech Athletic Association, Inc. ("**GTAA**"), the State of Georgia and its departments, agencies and instrumentalities, including the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (hereinafter collectively referred to as the "**Fund**"), and all of their respective individual members, officers, employees, directors and agents (hereinafter collectively referred to as the "**Indemnitees**") from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury, death, personal injury, property damage, expenses, and reasonable attorneys' fees, caused by, growing out of, or otherwise occurring in connection with this Agreement, due to any act or omission (whether intentional or negligent) on the part of the Licensee, its agents, employees, independent contractors, invitees or others working at the direction of the Licensee or on the Licensee's behalf, including, but not limited to, intellectual property rights and claims, invasion of privacy, misappropriation of likeness and similar claims, Licensee's use and occupancy of the Premises or the Georgia Tech Campus, 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 Licensee, and this indemnification survives the termination of this Agreement. Further, this indemnification shall survive the dissolution, or to the extent allowed by law, the bankruptcy of the Licensee. If and to the extent such damage or loss is covered by the Fund established and maintained by the State of Georgia Department of Administrative Services ("**DOAS**"), the Licensee agrees to reimburse the Fund for such monies paid out by the Fund.

This indemnification applies whether the activities involve third parties or employees or agents of the Licensee or of the Indemnitees where the Indemnitees are partially responsible for the situation giving rise to the claim. This indemnification shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Georgia Tech, GTF, GTFI, and GTAA.

To the full extent permitted by the Georgia Constitution, Laws of the State of Georgia and/or terms of the Funds, the Licensee and its insurers waive any right of subrogation against the Indemnitees, the Fund and insurers participating thereunder, to the full extent of this indemnification.

Notwithstanding anything herein, Licensee understands and acknowledges that Georgia Tech's acceptance of this and any other waivers and releases of liability and indemnification by Licensee hereunder shall not constitute a waiver, in whole or in part, of sovereign immunity by Georgia Tech, GTF, GTFI, GTAA, and their members, officers, agents, and employees.

15. **INSURANCE.** Licensee shall maintain throughout the term of the Agreement, the following insurance policies and limits described below, at Licensee's own expense and shall furnish to Georgia Tech prior to Licensee's temporary use and occupancy of the Premises or Georgia Tech Campus as described herein, insurance certificate(s) listing Georgia Tech, the Georgia Tech Foundation, and Georgia Tech Facilities, Inc. as Certificate Holders and as an additional insureds as "Georgia Tech Foundation Inc.," "Georgia Tech Facilities, Inc.," and "The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology, including its officers, employees and agents" under its Commercial General Liability Policy:

- a. **Commercial General Liability Policy** with a limit of not less than \$1,000,000 per occurrence. Such liability coverage shall be written on the Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from Licensee's use, occupancy and operations at or of the Premises or Georgia Tech Campus, including, but not limited to, damage to the Premises or Georgia Tech Campus licensed to Licensee, its independent contractors, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).
- b. **Commercial Umbrella/Excess Liability Insurance** (Occurrence Form), with a limit of not less than \$2,000,000 per accident, and must provide the same or broader coverage than those provided for in the above Commercial General Liability.
- c. **Business Auto Policy** with a limit of not less than \$2,000,000 per accident. Such insurance shall include, but not be limited to, providing liability coverage for bodily injury (including death) and property damage arising from the operation of any owned, non-owned or hired vehicle.

The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies rated at least "A-" Class "VII" or better in the most recently published A.M. Best Insurance Report. If during the term of the policy, a company's rating falls below "A-" Class "VII", the insurance will be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published A.M. Best Insurance Report.

The parties acknowledge and agree that Georgia Tech is an institution of the University System of Georgia, and as such, is covered by the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 et seq.). The Georgia Tort Claims Act serves as Georgia Tech's primary liability insurance, and responds to acts of negligence by Georgia Tech, including its employees while acting in the scope of their employment. The Georgia Tort Claims Act provides limits not to exceed \$1,000,000 per person/\$3,000,000 per occurrence. Georgia Tech's employees also have workers' compensation coverage through the State of Georgia's Workers' Compensation Program administered by the Georgia Department of Administrative Services. See O.C.G.A. § 50-5-12 through § 50-5-14.

16. **PROMOTION AND PUBLICITY.** Licensee agrees that unless and until a fully executed version of this Agreement has been delivered to both Licensee and Georgia Tech, and Georgia Tech has received the Deposit due from Licensee, no information or publicity of any nature whatsoever relating to Licensee's Event shall be disseminated or released by either party, including, but not limited to, the offering of tickets or reservations for the Event. Licensee may, however, engage in limited promotions, as approved in writing by the Event Coordinator, upon payment of the Deposit as set forth herein. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that the Event is intended for the Georgia Tech student-focused community and Licensee shall not promote or publicize the Event outside of the Georgia Tech Campus. Licensee further acknowledges and agrees that any and all publicity for the Event must be submitted to the Event Coordinator for prior review and approval prior to any distribution.
17. **NO USE OF GEORGIA TECH'S NAME OR MARKS.** Georgia Tech owns all right, title, and interest in and to numerous names, brand names, designs, symbols, services marks, trademarks and logos and the goodwill subsisting therein (hereinafter referred to as "**Marks**"). Licensee may not use such Marks **except** upon prior review and written approval of Georgia Tech's Office of Institute Communications or its designee, **in each instance**, and according to the terms, guidelines and/or policies set forth by Georgia Tech and/or the USG. Additionally, Licensee shall not use any images of Georgia Tech Campus icons including, without limitation, Tech Tower, the Ramblin' Wreck, Buzz, the Campanile, athletic venues (including, without limitation, McCamish Pavilion, Bobby Dodd Stadium,

and Mac Nease Baseball Park at Russ Chandler Stadium), and any Georgia Tech entrance sign, without the prior review and written approval of Georgia Tech's Institute Communications Office or its designee, **in each instance**, and according to the terms, guidelines and/or policies set forth by Georgia Tech and/or the USG. Licensee shall submit any requested use of the Marks to the Event Coordinator in writing not less than fourteen (14) days prior to the initial date of the Event. Should Licensee fail to receive a written response approving such requested use of the Marks, Licensee's request is deemed to be denied in all respects.

Notwithstanding anything herein, Licensee shall in no manner whatsoever state or imply support, endorsement or sponsorship by Georgia Tech in any of Licensee's:

- a. promotional or marketing materials, or
- b. programs, events, or activities, or
- c. publications, or
- d. viewpoints or positions, or
- e. policies, or
- f. products or services, or
- g. verbal offerings, or
- h. ticket sales, or
- i. radio and/or television broadcasts, or
- j. political or social movements,

or in connection with any of Licensee's activities, including, but not limited to, advertising, promotions, or marketing.

Additionally, statements or direct quotes from Georgia Tech employees that express an opinion, or a review of a product or service used by Georgia Tech, are expressly prohibited.

Failure by the Licensee to comply with this **Section 17 (NO USE OF GEORGIA TECH'S NAME OR MARKS)** shall be considered immediate grounds for termination for cause for this Agreement pursuant to **Section 31 (TERMINATION)**.

18. **SIGNS AND BUSINESS.** Except as explicitly depicted and described in **EXHIBIT A**, attached hereto and incorporated herein by reference, Licensee shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the Premises or the Georgia Tech Campus without Georgia Tech's prior written permission. Additionally, Licensee shall not conduct any business activities within the Premises or on the Georgia Tech Campus other than as explicitly depicted and described in **EXHIBIT A, Section 5** without Georgia Tech's prior written permission, which may be withheld in Georgia Tech's sole discretion.
19. **LICENSES, PERMITS AND COPYRIGHT ROYALTIES.** Licensee agrees and warrants that any merchandise items sold and/or distributed by or on behalf of Licensee or anything else connected to Licensee's activities under this Agreement, shall not violate or infringe any copyright, right of privacy, or other statutory or common law right of any person or entity. Licensee shall be solely responsible for obtaining any necessary licenses and permits for the sale, distribution, use, or performance of copyrighted works at the Event. Licensee further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event. Georgia Tech shall have no liability for such payments. All required licenses and/or permits shall be presented to Georgia Tech prior to the Event. Licensee shall indemnify and hold harmless Georgia Tech, its officers, members, employees, directors, and agents against any and all claims and liabilities for violations or infringements of copyright, right of privacy, or other statutory or common law right of any person or entity in connection with Licensee's activities at the Event.

20. **COMMERCIAL FILMING; INCIDENTAL FILMING.** Licensee shall notify Georgia Tech in writing of any planned filming and/or or photography in connection with the Event not less than **twenty-one (21) days prior to the Event**. Such notice (the “**Filming Notice**”) shall include sufficient detail about the scope of such filming and/or photography to allow Georgia Tech to determine whether the proposed activity constitutes commercial filming or incidental filming (as such terms are defined hereinbelow). Failure by Licensee to provide a timely and sufficient Filming Notice as required by this **Section 20** may result in filming and/or photography being prohibited at the Event. Georgia Tech expressly reserves the right to reclassify filming activity if actual use, production methods, or distribution plans differ from those disclosed in the Filming Notice.

- a. For the Purposes of this Agreement, filming taking place at the Event constitutes “**Commercial Filming**” if:
- i. The primary purpose of the filming is to promote or sell a product, service, or brand; or
  - ii. The content is scripted, staged, professionally produced, or directed (e.g., planned shots, talent, lighting, crew); or
  - iii. Georgia Tech’s campus, facilities, or branding are intentionally featured as part of the content; or
  - iv. The footage will be used for paid media, commercials, national or regional marketing campaigns, or other high-visibility promotional uses beyond organic social media; or
  - v. The brand intends to repeatedly reuse the content over time for broader marketing purposes.

Notwithstanding the foregoing, Georgia Tech shall have the sole and absolute discretion to determine whether filming at the Event qualifies as Commercial Filming. Licensee acknowledges and agrees that Commercial Filming requires approval from the Georgia Tech Film Logistics Office and may require review by the Georgia Tech Fire Safety Office in advance of filming. Additionally, any such Commercial Filming must comply with the Georgia Tech Filming and Photography on Campus policy. All Commercial Filming shall be managed by a separate written agreement between the parties and is outside the scope of this Agreement.

- b. Filming at the Event may be deemed by Georgia Tech to be **incidental and not constitute Commercial Filming** if none of the items listed in this **Section 20.a.** [COMMERCIAL FILMING] i. through v. hereinabove will take place during the Event, but one or more of the following may occur (hereinafter collectively referred to as “**Incidental Filming**”):
- i. A brand’s on-site staff captures short video clips or photos of attendees interacting with the Event activation booth and posts them to social media sites as a same-day or next-day recap; or
  - ii. A vendor films crowd reactions, giveaways, or product sampling moments from the Event using handheld devices for organic social media content; or
  - iii. A short, informal montage showing the Event setup, foot traffic, and general campus ambiance, without focusing on or including Georgia Tech signage or landmarks, used only on the brand’s owned social channels; or
  - iv. Photos taken are used exclusively for internal marketing decks or post-Event recaps and are not distributed publicly or used in paid advertising.

Notwithstanding the foregoing, Georgia Tech shall have the sole and absolute discretion to determine whether filming at the Event is Incidental Filming.

- c. Should Licensee’s requested filming and/or photography at the Event as detailed in the Filming Notice be deemed by Georgia Tech to be Incidental Filming, Licensee shall comply with the following:

- i. Licensee acknowledges and agrees that Georgia Tech will provide signage at the Event informing Event attendees that filming and/or photography by or on behalf of Licensee is occurring and that Event attendees should direct questions and concerns to Licensee's on-site representatives. Should Licensee wish to provide additional signage at the Event regarding such Incidental Filming, all signage, including its content and display method, must be reviewed and approved by authorized representatives of Georgia Tech no later than **fourteen (14) days** prior to the Event.
- ii. Licensee shall indemnify and hold harmless Georgia Tech, its officers, members, employees, directors and agents against any and all claims and liabilities for violations of any applicable privacy laws, regulations or Georgia Tech policies or other statutory or common law right of any person or entity in connection with Licensee's Incidental Filming at the Event and the resulting actions or consequences thereof.

**21. EMERGENCY USE OF GEORGIA TECH FACILITIES; TERMINATION OF AGREEMENT.**

- a. **Emergency Purposes; Right to Terminate.** Licensee acknowledges and agrees that certain locations on the Georgia Tech Campus been designated by the Georgia Tech Office of Emergency Management as an Institute Recovery Center ("**IRC**") in the event of a mass casualty occurring on or impacting the Georgia Tech Campus, including, without limitation, incidents involving public safety, fire, or violence.

In the event Georgia Tech, in its sole discretion, determines that the facility licensed by Licensee pursuant to this Agreement (the "**Facility**") is required for use as an IRC or for other emergency response or recovery purposes (collectively, "**Emergency Purposes**"), Georgia Tech shall have the immediate right, upon written or verbal notice to Licensee, to terminate this Agreement, in whole or in part, including without limitation (i) Licensee's ongoing use of the Facility, (ii) any event then in progress, and (iii) any future scheduled events or dates under this Agreement, for such period of time as Georgia Tech deems necessary.

Any termination pursuant to this Section shall not constitute a breach of this Agreement by Georgia Tech. Upon receipt of notice of termination for Emergency Purposes, Licensee shall promptly vacate the Facility, including all exterior grounds and parking facilities, and remove all Licensee property, personnel, and equipment as directed by Georgia Tech.

- b. **Responsibility for Costs Incurred; Sole and Exclusive Remedy.** If this Agreement has been terminated as set forth in this **Section 21.a.** hereinabove prior to Licensee's temporary occupancy and use of the Facility, Licensee shall only be responsible for amounts already paid and/or prior mutually approved, non-cancellable contractual commitments incurred prior to termination.

If Licensee's use of the Facility has commenced and this Agreement is terminated pursuant to **Section 21.a.** due to Emergency Purposes, then, notwithstanding such termination, Licensee shall be entitled to a prorated refund of any prepaid fees solely to the extent attributable to scheduled use that does not occur as a direct result of such termination for Emergency Purposes, as reasonably determined by Georgia Tech.

**Notwithstanding anything contained in this Section 21 or elsewhere in this Agreement to the contrary, any refund shall constitute Licensee's sole and exclusive remedy for termination of this Agreement for Emergency Purposes.** Licensee shall not be entitled to, and Georgia Tech shall not be liable for, any damages, lost profits, or other economic losses arising from or related to any such termination.

- c. **Reschedule.** If requested by Licensee in writing, the parties agree to use reasonable efforts to reschedule Licensee's use of the Facility following the completion of use of the Facility for Emergency Purposes, as determined in Georgia Tech's sole discretion. Any rescheduled use shall be subject to availability and subject to terms and conditions at least as restrictive as those contained in this Agreement.
22. **INDEPENDENT CONTRACTORS.** Licensee is an independent contractor and shall not be deemed to be employed by Georgia Tech. Neither party, nor their employees, licensees, agents, consultants, contractors, vendors, or suppliers, has the authority to bind the other, by contract or otherwise, to any obligation, third person or to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Licensee shall not represent himself or herself as Georgia Tech's agent for any purpose to any party or allow any employee of Licensee to do so, unless specifically authorized, in advance and in writing by Georgia Tech, and then only for the limited purpose stated in such authorization. Georgia Tech shall in no way be responsible for services, goods, equipment, etc. provided by others to Licensee, including, but not limited to, performer or participant fees, benefits or transportation. Licensee shall assume full liability for any contracts or agreements Licensee enters into with third parties.
23. **ATTENDANCE OF GEORGIA TECH AND LICENSEE AT EVENT.** Licensee or a duly authorized representative of Licensee who is authorized to make decisions on behalf of Licensee shall be in attendance on the Premises during the entirety of each Event. All applicable Georgia Tech employees, including, but not limited to, Georgia Tech SCEC Facility personnel and Georgia Tech Campus Police shall have the right to enter any part of the Premises.
24. **EMERGENCY EVACUATION/SHELTER-IN-PLACE COMPLIANCE.** The Licensee agrees to abide by all Emergency Evacuation and/or Severe Weather Shelter Area policies of Georgia Tech, in accordance with applicable local, state, and federal regulations. In the event of any emergency signal (including, but not limited to, a fire alarm or shelter-in-place notification), Licensee shall follow the instructions of designated Georgia Tech personnel. The designated personnel member shall have complete authority in any emergency situation and will instruct Licensee as appropriate.
25. **NON-DISCRIMINATION.** Licensee shall not discriminate against any individual on the basis of any characteristic protected by law. Further, Licensee agrees to comply with all non-discriminatory laws and policies to which Georgia Tech is subject.
26. **GEORGIA TECH'S RIGHT TO REMOVE.** Licensee shall comply with all applicable policies, rules and regulations which are adopted from time to time by Georgia Tech for the general and uniform application regarding the operation and care of the building, the Premises, or the Event occurring herein as set forth in SCEC Facility policies and procedures published online at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B** and incorporated herein. Notwithstanding anything herein, Georgia Tech reserves the right, in its sole discretion, to remove any objectionable person or persons from the Premises and/or the Georgia Tech Campus and Licensee expressly waives any right to damages for such removal.
27. **PROPERTY OF LICENSEE; ABANDONED PROPERTY.** All property brought onto the Premises by the Licensee is the responsibility of Licensee and shall be at the sole risk of the Licensee. Georgia Tech shall not be responsible for such any lost or stolen property nor liable for any damages or injury to Licensee, its agents or employees in connection with the loss or damage of such property. After Georgia Tech provides reasonable notice to Licensee and permits Licensee a three (3) day removal period, any property left in the Premises or on the Georgia Tech Campus by Licensee following the Event without Georgia Tech's prior approval shall be deemed abandoned and Georgia Tech shall dispose of or utilize such property at Georgia Tech's sole discretion, but at Licensee's expense. Licensee agrees to reimburse Georgia Tech for any property removal expenses Georgia Tech may incur.

per Georgia Tech's submitted invoice to Licensee.

28. **NO ALTERATIONS OR IMPROVEMENTS.** Licensee shall make no alterations in or additions to the Premises. Licensee must use Georgia Tech approved methods and products to hang items on walls or inside the Premises.
29. **PARKING.** Licensee understands and agrees that parking facilities adjacent to or near the Premises are limited. Licensee understands and agrees that no parking facilities of any kind are provided under this Agreement for the Licensee or any of Licensee's employees, agents or contractors, or any other persons. Any arrangements for the availability of parking facilities and charges applicable to same shall be made separately with Georgia Tech Parking and Transportation Services (<https://www.pts.gatech.edu/>). Licensee shall comply with all parking rules and regulations of Georgia Tech.
30. **NO ASSIGNMENT.** Licensee may not transfer, delegate or assign any of its rights, duties or obligations under this Agreement, and there may be no substitutions of Licensee, without Georgia Tech's prior written consent. Any assignment may be withheld or granted in Georgia Tech's sole discretion.
31. **TERMINATION:** Georgia Tech may terminate this Agreement immediately by written notice to Licensee if Licensee is in default or breach of any provision of this Agreement. Each of the following events shall constitute a default or breach of this Agreement:
  - (a) if Licensee is or becomes insolvent;
  - (b) if Licensee shall file a voluntary petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make a general assignment for the benefit of creditors;
  - (c) if involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Licensee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Licensee, and Licensee shall not take any action to dismiss such proceedings or to vacate the receivership or trusteeship with five (5) days after the institution or appointment;
  - (d) if Licensee has wound up or liquidated its assets, voluntarily or otherwise;
  - (e) if Licensee fails to pay Georgia Tech any fees or payments when such fees or payments have become due and payable to Georgia Tech;
  - (f) if Licensee fails to perform or comply with any of its promises, covenants, agreements and/or obligations herein or any of the conditions herein; and
  - (g) if Licensee transfers, delegates, or assigns any of its rights, duties or obligations under this Agreement regarding the permit, use and occupancy as provided herein or sublets the Premises or any part thereof without the prior written consent of Georgia Tech.

Upon the occurrence of a default or breach of this Agreement by Licensee, Georgia Tech may exercise in its favor any and all rights and remedies existing at law or in equity.

Either party may terminate this Agreement without cause upon fourteen (14) days written notice to the other party prior to the initial date of the Event as specified above. Notwithstanding anything herein or otherwise, in addition to the non-refundable Deposit as described in **EXHIBIT A**, Licensee shall be responsible for, and shall pay to Georgia Tech, an amount equal to all costs incurred by Georgia Tech in connection with the Event, including, but not limited to marketing, advertising, production, labor, and travel expenses.

32. **REMEDIES AND NO WAIVER.** All the rights and remedies of Georgia Tech under this Agreement are distinct, separate and cumulative, and any mention or reference to one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy. Georgia Tech shall have to the fullest extent permitted by law the right to enforce any rights or remedies separately or cumulatively. No failure by Georgia Tech to enforce any provision of this Agreement nor any waiver of any right by Georgia Tech, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia Tech to enforce the same or any subsequent default or breach of such provision. The waiver by Georgia Tech of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and Georgia Tech shall have the right at any time thereafter to avail itself of any and all available remedies. The failure of Georgia Tech to insist upon strict compliance of any of the terms, covenants, and conditions hereof to be performed by Licensee shall not be deemed a waiver of any rights or remedies which Georgia Tech may have and shall not be deemed a waiver of any subsequent breach or default of any such terms, covenants, and conditions to be performed by Licensee.
33. **ATTORNEY'S FEES.** In case any suit, action, or proceeding brought or initiated by Georgia Tech to enforce any right or exercise any remedy under this Agreement, Georgia Tech shall be entitled to receive and thereafter recover in any judgment recovered by Georgia Tech, reimbursement for all reasonable costs, including attorneys' fees.
34. **ALCOHOL POLICY.** At all times, while on the Georgia Tech Campus, Licensee shall comply with Georgia Tech's alcohol policy and all federal, state, and local laws regarding the use, possession, and distribution of alcohol, and shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same. Upon Licensee's written request, a copy of Georgia Tech's alcohol policy may be provided to Licensee.
35. **TOBACCO AND SMOKE FREE POLICY.** Pursuant to USG Policy § 6.10, use of all forms of tobacco products on the Georgia Tech Campus is expressly prohibited. "**Tobacco Products**" include, but is not limited to, cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, other devices that use tobacco such as hookahs, or simulate use of tobacco such as electronic cigarettes. Licensee shall comply with and enforce Georgia Tech's "Tobacco and Smoke Free" policy at all times during its temporary occupancy and use on or within the Georgia Tech Campus and shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same.
36. **NO ESTATE.** This Agreement constitutes an agreement for a temporary use license. It does not create a landlord tenant relationship, and no estate passes out of Georgia Tech.
37. **COMPLIANCE WITH FIRE REGULATIONS.** Licensee shall not do anything or permit anything to be done in the Premises and/or on the Georgia Tech Campus, or bring or keep anything therein which would constitute a fire hazard for the Premises or on the property kept therein or which might conflict with any statutes, ordinances, or regulations, including, but not limited to, the State Minimum Fire Safety Standards in the rules and regulations promulgated pursuant to O.C.G.A. § 25-2-4 et seq., or any public authority, including, but not limited to, the United States of America, the State of Georgia, the City of Atlanta, and any Department, Board, or Authority thereof, or which might conflict with the terms of any fire, liability, casualty or other insurance policy on the Premises or any part thereof. 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. Licensee shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylight, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the Premises.

38. **COMPLIANCE WITH APPLICABLE LAW, POLICY, AND SAFETY COMPLIANCE.** Licensee shall conform to and comply with and ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers conform to and comply with all applicable municipal, county, state and federal laws, ordinances, rules and regulations and applicable regulations, rules, policies, guidelines, standards and practices of Georgia Tech pertaining to Licensee's Event hereunder and temporary occupancy and use of the Premises and/or the Georgia Tech Campus, including, but not limited to, the ADA, fire, public health, safety, and environmental protection laws and regulations, export regulations, sexual harassment laws, and the applicable rules and policies found at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B**. Licensee acknowledges that the failure to comply with the rules and policies found at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B** may subject Licensee to liability to Georgia Tech for additional charges and fees or may result in other consequences as set forth therein. Licensee shall not attempt to use any part of the Premises and/or Georgia Tech Campus for any use or proposed use which will be contrary to law or be otherwise improper or detrimental to the reputation of Georgia Tech.

Licensee shall conduct its Event hereunder at the Premises and shall temporarily use and occupy the Premises and/or Georgia Tech Campus in a safe, secure and careful manner, and Licensee shall ensure its employees, licensees, agents, consultants, contractors, vendors, or suppliers do the same. Licensee shall cooperate with designated Georgia Tech staff and personnel as Georgia Tech, in its sole discretion, deems is necessary to cause Licensee's compliance with all applicable municipal, county, state and federal laws, ordinances, rules and regulations and all applicable regulations, rules, policies, guidelines, standards and practices of Georgia Tech and/or the USG, and Licensee shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same.

Notwithstanding anything herein, if Georgia Tech determines, in its sole discretion, via its designated staff and/or personnel that Licensee's Event hereunder, in whole or in part, and/or temporary occupancy and use of the Premises and/or Georgia Tech Campus are hazardous, dangerous and/or unsafe, Georgia Tech shall provide notice to the Licensee of the hazardous, dangerous or unsafe activity and give the Licensee a reasonable time period, to be determined by Georgia Tech, to cure the hazardous, dangerous or unsafe condition(s). Should Licensee fail to cure the hazardous, dangerous or unsafe condition(s) within the reasonable time period prescribed by Georgia Tech, Georgia Tech shall have the authority to terminate Licensee's Event and related activities, in whole or in part, and Licensee's temporary occupancy and use of the Premises and Licensee shall strictly comply with such termination and cause all persons associated with Licensee to comply with the same.

39. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Georgia.
40. **RADIO AND/OR TELEVISION BROADCAST.** Any agreement concerning a radio and/or television broadcast originating on or about the Premises, including, without limitation, a news story or broadcast, and the rights and responsibilities thereto, shall be set forth in separate written agreements between the parties hereto and additionally may be subject to the requirements set forth in **Section 20 (COMMERCIAL FILMING)** above.
41. **NOTICES.** Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization, or other information is proper or required to be provided by either party, such notice, consent, approval, authorization or other information shall be deemed sufficiently given if in writing and personally delivered, sent by email, sent by regular U.S. mail, facsimile, reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested and with all postage prepaid, to the parties' representatives listed in **EXHIBIT A**, attached hereto and incorporated herein, or to such other individuals or addresses as the parties may from time to time designate by written notice.

42. **FORCE MAJEURE.** “**Force Majeure**” shall mean Acts of God, storms, inclement weather conditions, fire, flood, labor difficulties, inability to procure materials, strike, civil disturbance, war, riot, blackout or failure of power, air raid, acts of public enemy, explosion, epidemic, pandemic, or any law, order, rule, regulation, act or restraint of any governmental body of authority, which by exercise of due diligence such party is unable to avoid, or any other occurrence beyond the either party’s control. Licensee acknowledges and agrees that a Force Majeure event may require Georgia Tech to restrict access to the Georgia Tech Campus and/or closure of the Georgia Tech Campus and that any such restriction and/or closure shall be excused likewise as a Force Majeure event as stated herein.

In the event Georgia Tech cannot make the Premises available or in the event Licensee is unable to use the Premises because of a Force Majeure event, and if the Licensee’s temporary occupancy and use hereunder has not commenced, the parties may terminate this Agreement and Licensee shall only be responsible for costs paid and/or prior mutually approved contractual commitments which cannot be cancelled.

In the event Licensee’s use of the Premises is interrupted by a Force Majeure event, the parties agree to use reasonable efforts to reschedule Licensee’s use of the Premises subject to terms and conditions at least as restrictive as those contained herein and/or upon Georgia Tech’s approval, or to extend the time of use set forth in **Section 2** above (TIME OF USE), the extension of which shall be included in the consideration paid pursuant to **Section 3** above (LICENSE FEES AND TAXES).

Notwithstanding anything contained in this **Section 42** to the contrary, Licensee’s obligation to make all payments required under this Agreement are not excused if Georgia Tech is able to perform its obligations under this Agreement.

43. **SEVERABILITY.** If any provision of this Agreement or its application to any person or in any circumstances shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement without invalidating or affecting the validity and enforceability of the remaining provisions of this Agreement, which shall nonetheless remain in full force and effect.
44. **HEADINGS.** The headings used herein are merely for convenience and shall not in any way restrict, limit or define any provision of this Agreement nor be used to interpret this Agreement.
45. **ENTIRE AGREEMENT.** Subject to **Section 46** below (ATTACHMENTS), this Agreement and the attached Exhibits and/or attachments constitute the entire understanding and agreement between the parties concerning Licensee’s Event and temporary use and occupancy of the Premises as set forth herein and supersede any and all prior written or oral understandings or agreements between the parties. This Agreement may not be changed, altered, modified, or amended without the written agreement of both parties. All matters not authorized expressly by this Agreement shall be reserved to the discretion of Georgia Tech.
46. **ATTACHMENTS.** For purposes of this Agreement and for your reference, the following exhibits are attached hereto:

- (a) **EXHIBIT A – Parties’ Representatives, Premises Licensed, Time of Use, and Fees;**
- (b) **ADDENDUM 1 – Licensee’s Permitted Signage Content and Location;**
- (c) **ADDENDUM 2 – Digital Media Signage Required Content and Location;**
- (d) **ADDENDUM 3 - Permitted Event Activity Vehicle Location; and**
- (e) **EXHIBIT B – Event Checklist**

In the event of a conflict between the terms and conditions of this Agreement and those of any Exhibits

and/or attachments attached hereto, then the terms and conditions of this Agreement shall control.

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

**LICENSEE:**

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

**THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA BY AND  
ON BEHALF OF THE GEORGIA INSTITUTE OF  
TECHNOLOGY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**EXHIBIT A**

**Parties' Representatives, Premises Licensed, Time of Use, and Fees**

1. **Parties' Representatives.** All notices required by this Agreement shall be provided to the following representatives:

<b>Licensee's Representative</b>	<b>Georgia Tech's Representative</b>
<b>Licensee's Address</b>	
<b>Georgia Tech's Address</b>	Georgia Institute of Technology
	Student Center
	351 Ferst Dr. NW
	Atlanta, GA 30332-0458
<b>Representative's Telephone Number</b>	
<b>Representative's Email Address</b>	

2. **Premises Involved.** The Premises covered by this Agreement is the SCEC Facility commonly known as \_\_\_\_\_ located at \_\_\_\_\_.

**Space(s) included in reservation:** \_\_\_\_\_

3. **Time of Use.** Licensee shall be authorized to use the Premises during the following dates and times:

**Event name:**

**Event date(s):**

**Licensee time to access facility:**

**Expiration of Time of Use (date/time):**

Should Licensee's use of the Premises extend beyond the times listed above, in addition to any charges which may be assessed pursuant to **Section 4 below** above in this **EXHIBIT A**, Licensee shall pay Georgia Tech the applicable fee for the actual time that the Premises are in use by Licensee, in

accordance with the additional fees, which may include overtime rates, listed in **EXHIBIT B** attached hereto and incorporated herein by reference.

4. **License Fees.** Licensee agrees to pay Georgia Tech the following amounts (collectively, the “**License Fee**”) as follows:

(a) **Reservation Deposit.** Licensee shall pay Georgia Tech the amount of \$**150.00** (the “**Reservation Deposit**”) in order to secure the above specified date(s) for the Event. Licensee acknowledges and agrees that the Event date is not reserved until Georgia Tech has received all Reservation Deposit funds. Licensee further acknowledges and agrees that the Reservation Deposit is non-refundable, including, without limitation, if Licensee cancels the Event. Georgia Tech acknowledges receipt of the Reservation Deposit.

(b) Licensee acknowledges and agrees that the estimated cost for the Event is

\$ \_\_\_\_\_ (the “Projected Event Cost”) and further acknowledges that this is an estimate only and may not represent the final cost to Licensee. Once final logistics for the Event are determined and a final quote is produced, Licensee shall pay the balance of the License Fee to Georgia Tech on or before the date that is two (2) weeks prior to the Event Date. If the Event is taking place over more than one (1) date, the balance of the License Fee shall be paid to Georgia Tech by Licensee on or before the date that is two (2) weeks prior to the initial Event Date. Acceptable methods of payment are business or certified check, money order, and credit cards. All checks should be made payable to the Georgia Institute of Technology.

(c) **Additional Damages.** Licensee’s failure to comply with the terms and conditions of this Agreement and the rules and policies set forth at <https://studentcenter.gatech.edu/procedures-guidelines> may result in Licensee’s liability for additional charges for such failure to comply. Such charges shall be assessed as additional License Fees hereunder and shall be invoiced to Licensee as outlined in **Section 4(d)** below.

(d) **Additional Fees.** Any such additional amounts as are otherwise required by this Agreement to be paid by Licensee shall be assessed as additional License Fees hereunder and shall be invoiced to Licensee as follows: If Licensee owes Georgia Tech any additional sums hereunder, including, without limitation, due to changes to the Event made by Licensee after the sums due pursuant to Section 4(b) above have been paid and/or any additional charges incurred pursuant to the list of rates listed at <https://studentcenter.gatech.edu/space-equipment-rates>, Georgia Tech shall submit an invoice to Licensee. All invoiced sums owed by Licensee will be due within thirty (30) days of receipt of such invoice. Any invoiced sums due and owing by Licensee not paid to Georgia Tech within the thirty (30) day period shall be subject to a late payment fee at a rate of 1.5% per month. Licensees with outstanding past due amounts will not be permitted to use or reserve subsequent dates for use of SCEC Facilities.

5. **Use.** Licensee shall be permitted to conduct the following activities that shall comprise the Event:

(a) **Promotional Products including Food:**

i. **Giveaways: (list each specifically)**

ii. **Items to be sold: (list each specifically and sale price per item)**

**(b) Music/Amplified Sound:**

**(c) Licensee's Permitted Signage:**

- i. **Content.** Licensee shall be permitted to display the signage as depicted in **ADDENDUM 1**, attached hereto and incorporated herein by this reference, which has been approved by Georgia Tech (the "**Approved Signage**"). Licensee agrees that any change, modification, addition or adjustment to the Approved Signage must be made in writing and signed by duly authorized representatives of Georgia Tech before any such change, modification, addition or adjustment is implemented.
- ii. **Location.** Licensee shall be permitted to display the signage **only** in locations as depicted in **ADDENDUM 1**, attached hereto and incorporated herein.

**(d) Event Activity Vehicles:** Notwithstanding the provisions contained in **Section 28 [PARKING]** of this Agreement, Licensee is permitted to utilize vehicle(s) **specifically integral to the activities** ("hereinafter, "**Event Activity Vehicle**") listed in this **EXHIBIT A, Sections 5(a) and 5(b)** above [USE; (a) Promotional Products; (b) Music/Amplified Sound] at the Premises during the Event and may park said vehicle(s) in the location depicted in **ADDENDUM 2**, attached hereto and incorporated herein by this reference. Licensee acknowledges and agrees that the approval of, and access to the Premises by, any such Event Activity Vehicle during the Event is subject to Georgia Tech's prior review and approval in its sole discretion. Licensee further acknowledges and agrees that any Event Activity Vehicle remains subject to all fees, charges, rules and regulations of Georgia Tech Parking and Transportation Services. Additionally, Georgia Tech, in its sole discretion, shall have the right to require the removal of an Event Activity Vehicle from the Premises at any time.

**i. Number and description of vehicle(s):**

**ii. Purpose of vehicle(s):**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**ADDENDUM 1**  
**Permitted Signage Content and Location**

**ADDENDUM 2**  
**Permitted Event Activity Vehicle Location**

**EXHIBIT B**  
**EVENT CHECKLIST**

Please read and initial next to each provision listed indicating that you understand each policy. Failure to read, understand, and initial these provisions does not relieve you of responsibility or liability thereunder. Please ask for clarification if you have any questions.

\_\_\_\_\_ **Equipment.** Requested equipment may incur extra fees. Georgia Tech will provide set-up and breakdown of requested equipment based on approved floor plan. Georgia Tech reserves the right to change layouts to protect the Premises. Rates for additional equipment can be found at <https://studentcenter.gatech.edu/space-equipment-rates>.

\_\_\_\_\_ **Deliveries.** All arrangements for deliveries and arrival times of vendors must be approved in advance with the Georgia Tech Event Coordinator. Any unscheduled deliveries or pickups will be refused or denied.

\_\_\_\_\_ **Set-Up/Unload Time.** The booking time is inclusive to the time Licensee and/or their vendors to set-up and unload for the Event. Any additional time must be requested and approved in advance with the Georgia Tech Event Coordinator.

\_\_\_\_\_ **Alcohol.** Georgia Tech Catering must manage any alcohol service.

\_\_\_\_\_ **Security.** Per **Section 10** (SECURITY) of the Agreement, Georgia Tech may request the presence of Georgia Tech Police Department (“**GTPD**”) at cost to the Licensee. Estimated cost for security is reflected in the Reservation Fee. GTPD may be required at events that serve alcoholic beverages, high-profile events, events with cash transactions, late-night or early-morning events, and/or events with a large number of attendees. Licensee shall pay for any additional police, security, and/or fire protection staffing and/or measures which Georgia Tech may deem necessary in connection with Licensor’s use of the Premises hereunder at the then-current rates charged by GTPD and/or the necessary personnel.

\_\_\_\_\_ **Photo Release.** The Licensee agrees that Georgia Tech can use photos and video of this event at no cost or fee for promotional and advertising purposes. It is the responsibility of Licensee to notify all Event attendees that they may be photographed for this purpose.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**ACTIVATION LICENSE AGREEMENT**

**25% DEPOSIT**

**LICENSE AGREEMENT**

This License Agreement (the “**Agreement**”) is made and entered into as of the date of latest signature below , by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** (hereinafter sometimes referred to as the “**USG**”) **by and on behalf of the Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia and having its principal offices at 225 North Avenue, Atlanta, Georgia 30332 (hereinafter called “**Georgia Tech**”) and

\_\_\_\_\_ located at \_\_\_\_\_ (hereinafter called “**Licensee**”). Georgia Tech is a unit of the USG.

WITNESSETH THAT:

WHEREAS, the Licensee desires to temporarily occupy and utilize certain of Georgia Tech's properties and facilities hereinafter described; and

WHEREAS, Georgia Tech is willing to permit Licensee to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **PREMISES INVOLVED.** The premises covered by this temporary occupancy and use permit, or license is that space in the Student and Campus Event Center Facilities listed at <https://studentcenter.gatech.edu/> (the “**SCEC Facilities**”) and located on the campus (“**Campus**”) of the Georgia Institute of Technology, and as described in more detail in **EXHIBIT A**, which is attached hereto and incorporated herein (the “**Premises**”).
2. **TIME OF USE.** The times during which the Licensee shall be permitted to occupy, use and enjoy the above-described Premises are outlined on **EXHIBIT A**, attached hereto and incorporated herein by reference.
3. **LICENSE FEES AND TAXES.** In consideration of Georgia Tech's willingness for the Licensee to occupy, use and enjoy the Premises as above indicated, the Licensee agrees to pay Georgia Tech the sums outlined in **EXHIBIT A**, in addition to any other charges required to be paid by Licensee under this Agreement and as otherwise mutually agreed to in writing by the parties. Licensee shall pay all monies due hereunder without abatement, deduction or set-off of any amount whatsoever.

Licensee agrees that any change, modification, addition or adjustment to the scope of Licensee’s temporary occupancy and use as set forth herein must be made in writing and signed by duly authorized representatives of the parties before any such change, modification, addition or adjustment is implemented. Licensee understands and agrees that any such change, modification, addition or adjustment may result in an increase in Georgia Tech’s fees.

Licensee agrees that if any payments specified herein are not made by the agreed upon dates, Georgia Tech may cancel the temporary occupancy and use permit, or license granted herein and terminate this Agreement. Licensee further agrees that in the event of termination for non-payment, Georgia Tech shall be entitled to, and will retain any monies previously paid to Georgia Tech, including without

limitation the non-refundable Deposit (as defined herein in **EXHIBIT A**), and Licensee shall pay Georgia Tech for any fees or expenses Georgia Tech incurred in connection with the Event, up to and including, the date of cancellation, pursuant to **Section 31 (TERMINATION)** of this Agreement.

Licensee shall pay all taxes lawfully imposed upon it resulting from this Agreement and/or Licensee's temporary occupancy and use hereunder. Georgia Tech shall pay all taxes lawfully imposed upon it resulting from this Agreement and/or Georgia Tech's obligations hereunder. Georgia Tech makes no representation whatsoever as the liability or exemption of Licensee for any taxes imposed by any taxing authority.

4. **USE.** Subject to Licensee's compliance with the terms and conditions of this Agreement, Georgia Tech grants Licensee and its employees, licensees, invitees, agents, independent contractors, vendors, and suppliers, provided such employees, licensees, invitees, agents, independent contractors, vendors, and suppliers are obligated under terms at least as restrictive as those contained in this Agreement regarding their temporary occupancy and use of the Premises, the right to occupy and temporarily use the Premises

solely for the following purpose and no other: \_\_\_\_\_ (the "**Event**") as more explicitly depicted and described in **EXHIBIT A**, attached hereto and incorporated herein by reference. Licensee acknowledges and agrees that the primary intended audience for the Event is the Georgia Tech student community and understands that the primary purpose of this Event is to engage directly with Georgia Tech students.

5. **MANAGEMENT RIGHTS AND GEORGIA TECH PERSONNEL ACCESS.** Georgia Tech reserves the right to control and manage the Premises and the Georgia Tech Campus and to enforce all necessary rules for the proper management, operation, and maintenance of the same. Georgia Tech shall have free access to all space occupied by Licensee on or in the Georgia Tech Campus at all times. To the extent possible, Georgia Tech agrees to use reasonable efforts to prevent and/or minimize disruption of the Event during Licensee's temporary use and occupancy of the Premises.

Licensee shall meet and confer regularly with the Event Coordinator regarding the Event and Licensee's use of the Premises and/or Georgia Tech Campus. The time and frequency of such meetings between Licensee and the Event Coordinator are to be determined and mutually agreed upon by the parties.

Notwithstanding anything herein, Georgia Tech shall have access to and may cease some or all Event activities for emergency purposes, including, but not limited to, fire, health, life and property safety, at all times and Georgia Tech's access to the Premises and Georgia Tech's Campus for emergency purposes shall be determined by Georgia Tech, within its sole discretion, as it deems necessary.

6. **ACCESS AND DISABILITY ACCOMMODATIONS.** Access to facilities, buildings and other structures on the Georgia Tech Campus, including, but not limited to, the Premises, must be permitted as required by the applicable laws and regulations of the Americans with Disabilities Act ("**ADA**"). Licensee's Event and use of the Premises and other buildings and structures on the Georgia Tech campus shall not impede access as required by the applicable laws and regulations of the ADA. If accommodations are needed under the ADA, Licensee shall notify Georgia Tech at least **fourteen (14) days** prior to the Event to discuss the necessary accommodation(s) and whether Georgia Tech or Licensee is obligated to provide such accommodation(s) and discuss the management of all such accommodations. To the extent that Georgia Tech incurs additional costs to meet the requirement(s), Licensee shall be responsible for and shall provide all fees and expenses for any accommodations required by Licensee in connection with its Event and/or occupancy or use of the Premises and/or Georgia Tech Campus per this Agreement beyond what Georgia Tech is required by applicable law to provide for its Premises or Campus.

7. **ELECTRICAL CONNECTIONS.** Licensee acknowledges and agrees that all electrical connections

shall be approved by authorized Georgia Tech facilities personnel.

8. **STAFFING.** Licensee shall furnish all necessary labor as shall be essential to install, operate, service, and remove all equipment belonging to Licensee; or if such persons shall be procured by Georgia Tech, as deemed necessary in Georgia Tech's sole discretion, any such costs to Georgia Tech shall nevertheless be reimbursed by Licensee.
9. **GEORGIA TECH PERSONNEL AND ADDITIONAL STAFFING.** Licensee agrees that should Georgia Tech, in its sole discretion, determine that certain Georgia Tech staff or operational personnel are required for the proper operation and management of the Premises and Georgia Tech Campus in connection with Licensee's temporary occupancy, use and Event activities, such staff and personnel shall be managed and controlled by Georgia Tech and that all reasonable fees, compensations and/or other costs incident thereto regarding such staff and personnel shall be paid by Licensee.

The parties agree that the hiring and management of any additional staff for the Premises and/or Georgia Tech Campus, including, but not limited to, traffic control personnel, supervisors, security guards, custodians, AV staff, operations staff, and all other personnel, as deemed necessary by Georgia Tech in its sole reasonable discretion for the proper operation and management of the Premises and/or Georgia Tech Campus and Licensee's temporary use of the Premises as set forth herein, shall be managed by Georgia Tech. The parties further agree that all customary fees and other costs incident thereto regarding the hiring and management of such additional staff shall be paid by Licensee.

10. **SECURITY.** Georgia Tech shall be responsible for all police and security functions at the Event and Licensee shall reimburse Georgia Tech for all such expenses and related expenses incurred in the performance of this responsibility. Licensee is required as a condition of this Agreement to work with the Event Coordinator, as needed, to coordinate well in advance of the Event with the Police Chief for the Georgia Tech Campus (the "**Georgia Tech Campus Police Chief**") who will in turn determine a police and security plan including a specification of the number and type of regular and special officers required. The Georgia Tech Campus Police Chief shall be empowered to take the steps necessary to ensure full compliance by Licensee with the provisions of this Agreement relating to the health, welfare, morals, and safety of the using public. Licensee shall pay for any additional police, security and/or fire protection staffing and/or measures which Georgia Tech may deem necessary in connection with Licensee's use of the Premises hereunder as set forth herein.

Notwithstanding the foregoing provisions contained in this **Section 10** [SECURITY], upon the written consent of authorized Georgia Tech personnel, which consent may be withheld in Georgia Tech's sole discretion, Licensee may utilize private security company personnel ("**Private Security**") in connection with the Event activities, as deemed reasonably necessary by Georgia Tech and Licensee. Licensee acknowledges and agrees that such Private Security is subject to the provisions of **Section 11** below [THIRD-PARTY VENDORS].

11. **THIRD-PARTY VENDORS.** Should Licensee desire to utilize third-party vendors to perform services on behalf of Licensee at the Premises during the Event (each a "**Third-Party Vendor**"), Licensee shall submit the names of any such requested Third-Party Vendor and the services to be performed for Licensee by such proposed Third-Party Vendor during the Event, and any other information reasonably requested by Georgia Tech, not later than **fourteen (14) days** prior to the Event. Approval of, and access to the Premises by, any such Third-Party Vendor during the Event is subject to Georgia Tech's prior review and approval in its sole discretion. Additionally, Georgia Tech, in its sole discretion, shall have the right to remove a Third-Party Vendor from the Premises at any time, as outlined in **Section 26** (GEORGIA TECH'S RIGHT TO REMOVE). Licensee shall be responsible for entering into any and all agreements with such Third-Party Vendor which shall obligate such Third-Party Vendor to terms at least as restrictive as contained in this Agreement regarding the temporary occupancy and use of the Premises during the Event. Licensee's Certificate of Insurance provided to

Georgia Tech pursuant to **Section 15 (INSURANCE)** shall include all Third-Party Vendors approved by Georgia Tech and Licensee is responsible for ensuring that all such Third-Party Vendors obtain and maintain insurance policies and limits as described in **Section 15 (INSURANCE)**. Licensee shall be liable for the acts, omissions and the results thereof of its Third-Party Vendors. Licensee shall indemnify and hold harmless the Board of Regents of the University System of Georgia by and on the behalf of the Georgia Institute of Technology (“**Georgia Tech**”), the Georgia Tech Foundation, Inc. (“**GTF**”), Georgia Tech Facilities, Inc., (“**GTFI**”), the Georgia Tech Athletic Association, Inc. (“**GTAA**”), their officers, members, employees, directors and agents, from and against any and all claims, damages, liabilities, losses, costs or expenses for any loss including, but not limited to, bodily injury, death, personal injury, property damage, expenses and reasonable attorneys’ fees caused by, growing out of, or otherwise occurring in connection with Third-Party Vendor’s provision of services and temporary occupancy and use of the Premises during the Event, due to any act, omission (whether intentional or negligent), or the results thereof of the Third-Party Vendor, its agents, employees, independent contractors, invitees or others working on behalf of or at the direction of the Third-Party Vendor.

12. **PROMOTIONAL ITEMS/MERCHANDISING.** Licensee shall be permitted to sell and/or distribute promotional items or souvenir items (“**Items**”) during the Event solely as described in **EXHIBIT A, Section 5 [USE]**. Licensee acknowledges and agrees that it shall not sell/distribute any Items without the prior written consent of Georgia Tech, in each instance. Georgia Tech reserves the right to refuse, in its sole discretion, the sale/distribution of specific Items. The location where such Items may be sold/distributed shall also be determined in Georgia Tech’s sole discretion.

**If food giveaways and/or sales are part of the Event (including, without limitation, food comprising the Items that are central to the brand activation comprising the Event), such giveaways and/or sales must be explicitly documented in EXHIBIT A, Section 5(a).**

Georgia Tech may require any Third-Party Vendor to enter into a separate written agreement with Georgia Tech permitting sales/distribution of Items and/or other merchandise at the Premises during the Event.

13. **DAMAGE TO PROPERTY AND PREMISES.** Licensee shall use reasonable care to prevent damage to the Premises and Georgia Tech Campus, and Licensee shall be responsible for any damage to the Premises and Georgia Tech Campus, including, but not limited to, damage to personal property, buildings, landscaping, and equipment in and around the Premises and Georgia Tech Campus, caused by or incident to Licensee’s use of the Premises, normal wear and tear excepted

Licensee shall not in any way injure, damage, mar or deface the SCEC Facilities, furniture, fixtures, or equipment which is in or about the Premises. Licensee shall not commit any nuisance or knowingly do or permit anything to be done which may result in the creation or commission of a nuisance. Licensee shall not do or permit anything to be done which may interfere with the effectiveness or accessibility of utilities, ventilation, or air conditioning systems or portions thereof, nor do or permit anything to be done which may interfere with free access and passage thereto or to the public streets adjacent thereof, or the street or sidewalks adjoining the building. Licensee shall reimburse Georgia Tech for any damage or injury caused by Licensee, its employees, agents, invitees or other persons admitted to the Premises by Licensee, its agents, employees or invitees.

If any damage has been sustained, Georgia Tech shall submit in writing to Licensee a list of damages to the Premises or Georgia Tech Campus and/or other evidence of such damages, including, but not limited to, photographs, videos, etc., that Georgia Tech alleges Licensee caused upon Georgia Tech first learning of the damage and after the expiration of Licensee’s use as set forth in **Section 2 (TIME OF USE)** above or upon completion of use of the Premises by Licensee (including any additional use), whichever is later.

In the event of any dispute over whether damage to the Premises or the Georgia Tech Campus has occurred, Georgia Tech's determination shall be conclusive. Licensee shall reimburse Georgia Tech for the reasonable costs of any such restoration or repair within thirty (30) business days of Licensee's receipt of Georgia Tech's invoice.

14. **INDEMNIFICATION.** Except if due to the sole negligence or willful misconduct of Georgia Tech, Licensee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Board of Regents of the University System of Georgia by and on the behalf of the Georgia Institute of Technology ("**Georgia Tech**"), the Georgia Tech Foundation, Inc. ("**GTF**"), Georgia Tech Facilities, Inc., ("**GTFI**"), the Georgia Tech Athletic Association, Inc. ("**GTAA**"), the State of Georgia and its departments, agencies and instrumentalities, including the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (hereinafter collectively referred to as the "**Fund**"), and all of their respective individual members, officers, employees, directors and agents (hereinafter collectively referred to as the "**Indemnitees**") from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury, death, personal injury, property damage, expenses, and reasonable attorneys' fees, caused by, growing out of, or otherwise occurring in connection with this Agreement, due to any act or omission (whether intentional or negligent) on the part of the Licensee, its agents, employees, independent contractors, invitees or others working at the direction of the Licensee or on the Licensee's behalf, including, but not limited to, intellectual property rights and claims, invasion of privacy, misappropriation of likeness and similar claims, Licensee's use and occupancy of the Premises or the Georgia Tech Campus, 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 Licensee, and this indemnification survives the termination of this Agreement. Further, this indemnification shall survive the dissolution, or to the extent allowed by law, the bankruptcy of the Licensee. If and to the extent such damage or loss is covered by the Fund established and maintained by the State of Georgia Department of Administrative Services ("**DOAS**"), the Licensee agrees to reimburse the Fund for such monies paid out by the Fund.

This indemnification applies whether the activities involve third parties or employees or agents of the Licensee or of the Indemnitees where the Indemnitees are partially responsible for the situation giving rise to the claim. This indemnification shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Georgia Tech, GTF, GTFI, and GTAA.

To the full extent permitted by the Georgia Constitution, Laws of the State of Georgia and/or terms of the Funds, the Licensee and its insurers waive any right of subrogation against the Indemnitees, the Fund and insurers participating thereunder, to the full extent of this indemnification.

Notwithstanding anything herein, Licensee understands and acknowledges that Georgia Tech's acceptance of this and any other waivers and releases of liability and indemnification by Licensee hereunder shall not constitute a waiver, in whole or in part, of sovereign immunity by Georgia Tech, GTF, GTFI, GTAA, and their members, officers, agents, and employees.

15. **INSURANCE.** Licensee shall maintain throughout the term of the Agreement, the following insurance policies and limits described below, at Licensee's own expense and shall furnish to Georgia Tech prior to Licensee's temporary use and occupancy of the Premises or Georgia Tech Campus as described herein, insurance certificate(s) listing Georgia Tech, the Georgia Tech Foundation, and Georgia Tech Facilities, Inc. as Certificate Holders and as an additional insureds as "Georgia Tech Foundation Inc.," "Georgia Tech Facilities, Inc.," and "The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology, including its officers, employees and agents" under its Commercial General Liability Policy:

- a. **Commercial General Liability Policy** with a limit of not less than \$1,000,000 per occurrence. Such liability coverage shall be written on the Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from Licensee's use, occupancy and operations at or of the Premises or Georgia Tech Campus, including, but not limited to, damage to the Premises or Georgia Tech Campus licensed to Licensee, its independent contractors, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).
- b. **Commercial Umbrella/Excess Liability Insurance** (Occurrence Form), with a limit of not less than \$2,000,000 per accident, and must provide the same or broader coverage than those provided for in the above Commercial General Liability.
- c. **Business Auto Policy** with a limit of not less than \$2,000,000 per accident. Such insurance shall include, but not be limited to, providing liability coverage for bodily injury (including death) and property damage arising from the operation of any owned, non-owned or hired vehicle.

The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies rated at least "A-" Class "VII" or better in the most recently published A.M. Best Insurance Report. If during the term of the policy, a company's rating falls below "A-" Class "VII", the insurance will be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published A.M. Best Insurance Report.

The parties acknowledge and agree that Georgia Tech is an institution of the University System of Georgia, and as such, is covered by the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 et seq.). The Georgia Tort Claims Act serves as Georgia Tech's primary liability insurance, and responds to acts of negligence by Georgia Tech, including its employees while acting in the scope of their employment. The Georgia Tort Claims Act provides limits not to exceed \$1,000,000 per person/\$3,000,000 per occurrence. Georgia Tech's employees also have workers' compensation coverage through the State of Georgia's Workers' Compensation Program administered by the Georgia Department of Administrative Services. *See* O.C.G.A. § 50-5-12 through § 50-5-14.

16. **PROMOTION AND PUBLICITY.** Licensee agrees that unless and until a fully executed version of this Agreement has been delivered to both Licensee and Georgia Tech, and Georgia Tech has received the Deposit due from Licensee, no information or publicity of any nature whatsoever relating to Licensee's Event shall be disseminated or released by either party, including, but not limited to, the offering of tickets or reservations for the Event. Licensee may, however, engage in limited promotions, as approved in writing by the Event Coordinator, upon payment of the Deposit as set forth herein. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that the Event is intended for the Georgia Tech student-focused community and Licensee shall not promote or publicize the Event outside of the Georgia Tech Campus. Licensee further acknowledges and agrees that any and all publicity for the Event must be submitted to the Event Coordinator for prior review and approval prior to any distribution.
17. **NO USE OF GEORGIA TECH'S NAME OR MARKS.** Georgia Tech owns all right, title, and interest in and to numerous names, brand names, designs, symbols, services marks, trademarks and logos and the goodwill subsisting therein (hereinafter referred to as "**Marks**"). Licensee may not use such Marks **except** upon prior review and written approval of Georgia Tech's Office of Institute Communications or its designee, **in each instance**, and according to the terms, guidelines and/or policies set forth by Georgia Tech and/or the USG. Additionally, Licensee shall not use any images of Georgia Tech Campus icons including, without limitation, Tech Tower, the Ramblin' Wreck, Buzz, the Campanile, athletic venues (including, without limitation, McCamish Pavilion, Bobby Dodd Stadium,

and Mac Nease Baseball Park at Russ Chandler Stadium), and any Georgia Tech entrance sign, without the prior review and written approval of Georgia Tech's Institute Communications Office or its designee, **in each instance**, and according to the terms, guidelines and/or policies set forth by Georgia Tech and/or the USG. Licensee shall submit any requested use of the Marks to the Event Coordinator in writing not less than fourteen (14) days prior to the initial date of the Event. Should Licensee fail to receive a written response approving such requested use of the Marks, Licensee's request is deemed to be denied in all respects.

Notwithstanding anything herein, Licensee shall in no manner whatsoever state or imply support, endorsement or sponsorship by Georgia Tech in any of Licensee's:

- a. promotional or marketing materials, or
- b. programs, events, or activities, or
- c. publications, or
- d. viewpoints or positions, or
- e. policies, or
- f. products or services, or
- g. verbal offerings, or
- h. ticket sales, or
- i. radio and/or television broadcasts, or
- j. political or social movements,

or in connection with any of Licensee's activities, including, but not limited to, advertising, promotions, or marketing.

Additionally, statements or direct quotes from Georgia Tech employees that express an opinion, or a review of a product or service used by Georgia Tech, are expressly prohibited.

Failure by the Licensee to comply with this **Section 17 (NO USE OF GEORGIA TECH'S NAME OR MARKS)** shall be considered immediate grounds for termination for cause for this Agreement pursuant to **Section 31 (TERMINATION)**.

18. **SIGNS AND BUSINESS.** Except as explicitly depicted and described in **EXHIBIT A**, attached hereto and incorporated herein by reference, Licensee shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the Premises or the Georgia Tech Campus without Georgia Tech's prior written permission. Additionally, Licensee shall not conduct any business activities within the Premises or on the Georgia Tech Campus other than as explicitly depicted and described in **EXHIBIT A, Section 5** without Georgia Tech's prior written permission, which may be withheld in Georgia Tech's sole discretion.
19. **LICENSES, PERMITS AND COPYRIGHT ROYALTIES.** Licensee agrees and warrants that any merchandise items sold and/or distributed by or on behalf of Licensee or anything else connected to Licensee's activities under this Agreement, shall not violate or infringe any copyright, right of privacy, or other statutory or common law right of any person or entity. Licensee shall be solely responsible for obtaining any necessary licenses and permits for the sale, distribution, use, or performance of copyrighted works at the Event. Licensee further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event. Georgia Tech shall have no liability for such payments. All required licenses and/or permits shall be presented to Georgia Tech prior to the Event. Licensee shall indemnify and hold harmless Georgia Tech, its officers, members, employees, directors, and agents against any and all claims and liabilities for violations or infringements of copyright, right of privacy, or other statutory or common law right of any person or entity in connection with Licensee's activities at the Event.

20. **COMMERCIAL FILMING; INCIDENTAL FILMING.** Licensee shall notify Georgia Tech in writing of any planned filming and/or or photography in connection with the Event not less than **twenty-one (21) days prior to the Event**. Such notice (the “**Filming Notice**”) shall include sufficient detail about the scope of such filming and/or photography to allow Georgia Tech to determine whether the proposed activity constitutes commercial filming or incidental filming (as such terms are defined hereinbelow). Failure by Licensee to provide a timely and sufficient Filming Notice as required by this **Section 20** may result in filming and/or photography being prohibited at the Event. Georgia Tech expressly reserves the right to reclassify filming activity if actual use, production methods, or distribution plans differ from those disclosed in the Filming Notice.

- a. For the Purposes of this Agreement, filming taking place at the Event constitutes “**Commercial Filming**” if:
- i. The primary purpose of the filming is to promote or sell a product, service, or brand; or
  - ii. The content is scripted, staged, professionally produced, or directed (e.g., planned shots, talent, lighting, crew); or
  - iii. Georgia Tech’s campus, facilities, or branding are intentionally featured as part of the content; or
  - iv. The footage will be used for paid media, commercials, national or regional marketing campaigns, or other high-visibility promotional uses beyond organic social media; or
  - v. The brand intends to repeatedly reuse the content over time for broader marketing purposes.

Notwithstanding the foregoing, Georgia Tech shall have the sole and absolute discretion to determine whether filming at the Event qualifies as Commercial Filming. Licensee acknowledges and agrees that Commercial Filming requires approval from the Georgia Tech Film Logistics Office and may require review by the Georgia Tech Fire Safety Office in advance of filming. Additionally, any such Commercial Filming must comply with the Georgia Tech Filming and Photography on Campus policy. All Commercial Filming shall be managed by a separate written agreement between the parties and is outside the scope of this Agreement.

- b. Filming at the Event may be deemed by Georgia Tech to be **incidental and not constitute Commercial Filming** if none of the items listed in this **Section 20.a.** [COMMERCIAL FILMING] i. through v. hereinabove will take place during the Event, but one or more of the following may occur (hereinafter collectively referred to as “**Incidental Filming**”):
- i. A brand’s on-site staff captures short video clips or photos of attendees interacting with the Event activation booth and posts them to social media sites as a same-day or next-day recap; or
  - ii. A vendor films crowd reactions, giveaways, or product sampling moments from the Event using handheld devices for organic social media content; or
  - iii. A short, informal montage showing the Event setup, foot traffic, and general campus ambiance, without focusing on or including Georgia Tech signage or landmarks, used only on the brand’s owned social channels; or
  - iv. Photos taken are used exclusively for internal marketing decks or post-Event recaps and are not distributed publicly or used in paid advertising.

Notwithstanding the foregoing, Georgia Tech shall have the sole and absolute discretion to determine whether filming at the Event is Incidental Filming.

- c. Should Licensee’s requested filming and/or photography at the Event as detailed in the Filming Notice be deemed by Georgia Tech to be Incidental Filming, Licensee shall comply with the following:

- i. Licensee acknowledges and agrees that Georgia Tech will provide signage at the Event informing Event attendees that filming and/or photography by or on behalf of Licensee is occurring and that Event attendees should direct questions and concerns to Licensee’s on-site representatives. Should Licensee wish to provide additional signage at the Event regarding such Incidental Filming, all signage, including its content and display method, must be reviewed and approved by authorized representatives of Georgia Tech no later than **fourteen (14) days** prior to the Event.
- ii. Licensee shall indemnify and hold harmless Georgia Tech, its officers, members, employees, directors and agents against any and all claims and liabilities for violations of any applicable privacy laws, regulations or Georgia Tech policies or other statutory or common law right of any person or entity in connection with Licensee’s Incidental Filming at the Event and the resulting actions or consequences thereof.

**21. EMERGENCY USE OF GEORGIA TECH FACILITIES; TERMINATION OF AGREEMENT.**

- a. **Emergency Purposes; Right to Terminate.** Licensee acknowledges and agrees that certain locations on the Georgia Tech Campus been designated by the Georgia Tech Office of Emergency Management as an Institute Recovery Center (“**IRC**”) in the event of a mass casualty occurring on or impacting the Georgia Tech Campus, including, without limitation, incidents involving public safety, fire, or violence.

In the event Georgia Tech, in its sole discretion, determines that the facility licensed by Licensee pursuant to this Agreement (the “**Facility**”) is required for use as an IRC or for other emergency response or recovery purposes (collectively, “**Emergency Purposes**”), Georgia Tech shall have the immediate right, upon written or verbal notice to Licensee, to terminate this Agreement, in whole or in part, including without limitation (i) Licensee’s ongoing use of the Facility, (ii) any event then in progress, and (iii) any future scheduled events or dates under this Agreement, for such period of time as Georgia Tech deems necessary.

Any termination pursuant to this Section shall not constitute a breach of this Agreement by Georgia Tech. Upon receipt of notice of termination for Emergency Purposes, Licensee shall promptly vacate the Facility, including all exterior grounds and parking facilities, and remove all Licensee property, personnel, and equipment as directed by Georgia Tech.

- b. **Responsibility for Costs Incurred; Sole and Exclusive Remedy.** If this Agreement has been terminated as set forth in this **Section 21.a.** hereinabove prior to Licensee’s temporary occupancy and use of the Facility, Licensee shall only be responsible for amounts already paid and/or prior mutually approved, non-cancellable contractual commitments incurred prior to termination.

If Licensee’s use of the Facility has commenced and this Agreement is terminated pursuant to **Section 21.a.** due to Emergency Purposes, then, notwithstanding such termination, Licensee shall be entitled to a prorated refund of any prepaid fees solely to the extent attributable to scheduled use that does not occur as a direct result of such termination for Emergency Purposes, as reasonably determined by Georgia Tech.

**Notwithstanding anything contained in this Section 21 or elsewhere in this Agreement to the contrary, any refund shall constitute Licensee’s sole and exclusive remedy for termination of this Agreement for Emergency Purposes.** Licensee shall not be entitled to, and Georgia Tech shall not be liable for, any damages, lost profits, or other economic losses arising from or related to any such termination.

- c. **Reschedule.** If requested by Licensee in writing, the parties agree to use reasonable efforts to reschedule Licensee's use of the Facility following the completion of use of the Facility for Emergency Purposes, as determined in Georgia Tech's sole discretion. Any rescheduled use shall be subject to availability and subject to terms and conditions at least as restrictive as those contained in this Agreement.
22. **INDEPENDENT CONTRACTORS.** Licensee is an independent contractor and shall not be deemed to be employed by Georgia Tech. Neither party, nor their employees, licensees, agents, consultants, contractors, vendors, or suppliers, has the authority to bind the other, by contract or otherwise, to any obligation, third person or to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Licensee shall not represent himself or herself as Georgia Tech's agent for any purpose to any party or allow any employee of Licensee to do so, unless specifically authorized, in advance and in writing by Georgia Tech, and then only for the limited purpose stated in such authorization. Georgia Tech shall in no way be responsible for services, goods, equipment, etc. provided by others to Licensee, including, but not limited to, performer or participant fees, benefits or transportation. Licensee shall assume full liability for any contracts or agreements Licensee enters into with third parties.
23. **ATTENDANCE OF GEORGIA TECH AND LICENSEE AT EVENT.** Licensee or a duly authorized representative of Licensee who is authorized to make decisions on behalf of Licensee shall be in attendance on the Premises during the entirety of each Event. All applicable Georgia Tech employees, including, but not limited to, Georgia Tech SCEC Facility personnel and Georgia Tech Campus Police shall have the right to enter any part of the Premises.
24. **EMERGENCY EVACUATION/SHELTER-IN-PLACE COMPLIANCE.** The Licensee agrees to abide by all Emergency Evacuation and/or Severe Weather Shelter Area policies of Georgia Tech, in accordance with applicable local, state, and federal regulations. In the event of any emergency signal (including, but not limited to, a fire alarm or shelter-in-place notification), Licensee shall follow the instructions of designated Georgia Tech personnel. The designated personnel member shall have complete authority in any emergency situation and will instruct Licensee as appropriate.
25. **NON-DISCRIMINATION.** Licensee shall not discriminate against any individual on the basis of any characteristic protected by law. Further, Licensee agrees to comply with all non-discriminatory laws and policies to which Georgia Tech is subject.
26. **GEORGIA TECH'S RIGHT TO REMOVE.** Licensee shall comply with all applicable policies, rules and regulations which are adopted from time to time by Georgia Tech for the general and uniform application regarding the operation and care of the building, the Premises, or the Event occurring herein as set forth in SCEC Facility policies and procedures published online at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B** and incorporated herein. Notwithstanding anything herein, Georgia Tech reserves the right, in its sole discretion, to remove any objectionable person or persons from the Premises and/or the Georgia Tech Campus and Licensee expressly waives any right to damages for such removal.
27. **PROPERTY OF LICENSEE; ABANDONED PROPERTY.** All property brought onto the Premises by the Licensee is the responsibility of Licensee and shall be at the sole risk of the Licensee. Georgia Tech shall not be responsible for such any lost or stolen property nor liable for any damages or injury to Licensee, its agents or employees in connection with the loss or damage of such property. After Georgia Tech provides reasonable notice to Licensee and permits Licensee a three (3) day removal period, any property left in the Premises or on the Georgia Tech Campus by Licensee following the Event without Georgia Tech's prior approval shall be deemed abandoned and Georgia Tech shall dispose of or utilize such property at Georgia Tech's sole discretion, but at Licensee's expense. Licensee agrees to reimburse Georgia Tech for any property removal expenses Georgia Tech may incur

per Georgia Tech's submitted invoice to Licensee.

28. **NO ALTERATIONS OR IMPROVEMENTS.** Licensee shall make no alterations in or additions to the Premises. Licensee must use Georgia Tech approved methods and products to hang items on walls or inside the Premises.
29. **PARKING.** Licensee understands and agrees that parking facilities adjacent to or near the Premises are limited. Licensee understands and agrees that no parking facilities of any kind are provided under this Agreement for the Licensee or any of Licensee's employees, agents or contractors, or any other persons. Any arrangements for the availability of parking facilities and charges applicable to same shall be made separately with Georgia Tech Parking and Transportation Services (<https://www.pts.gatech.edu/>). Licensee shall comply with all parking rules and regulations of Georgia Tech.
30. **NO ASSIGNMENT.** Licensee may not transfer, delegate or assign any of its rights, duties or obligations under this Agreement, and there may be no substitutions of Licensee, without Georgia Tech's prior written consent. Any assignment may be withheld or granted in Georgia Tech's sole discretion.
31. **TERMINATION:** Georgia Tech may terminate this Agreement immediately by written notice to Licensee if Licensee is in default or breach of any provision of this Agreement. Each of the following events shall constitute a default or breach of this Agreement:
  - (a) if Licensee is or becomes insolvent;
  - (b) if Licensee shall file a voluntary petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make a general assignment for the benefit of creditors;
  - (c) if involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Licensee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Licensee, and Licensee shall not take any action to dismiss such proceedings or to vacate the receivership or trusteeship with five (5) days after the institution or appointment;
  - (d) if Licensee has wound up or liquidated its assets, voluntarily or otherwise;
  - (e) if Licensee fails to pay Georgia Tech any fees or payments when such fees or payments have become due and payable to Georgia Tech;
  - (f) if Licensee fails to perform or comply with any of its promises, covenants, agreements and/or obligations herein or any of the conditions herein; and
  - (g) if Licensee transfers, delegates, or assigns any of its rights, duties or obligations under this Agreement regarding the permit, use and occupancy as provided herein or sublets the Premises or any part thereof without the prior written consent of Georgia Tech.

Upon the occurrence of a default or breach of this Agreement by Licensee, Georgia Tech may exercise in its favor any and all rights and remedies existing at law or in equity.

Either party may terminate this Agreement without cause upon fourteen (14) days written notice to the other party prior to the initial date of the Event as specified above. Notwithstanding anything herein or otherwise, in addition to the non-refundable Deposit as described in **EXHIBIT A**, Licensee shall be responsible for, and shall pay to Georgia Tech, an amount equal to all costs incurred by Georgia Tech in connection with the Event, including, but not limited to marketing, advertising, production, labor, and travel expenses.

32. **REMEDIES AND NO WAIVER.** All the rights and remedies of Georgia Tech under this Agreement are distinct, separate and cumulative, and any mention or reference to one or more of them shall not be deemed to be an exclusion of or waiver of any right or remedy. Georgia Tech shall have to the fullest extent permitted by law the right to enforce any rights or remedies separately or cumulatively. No failure by Georgia Tech to enforce any provision of this Agreement nor any waiver of any right by Georgia Tech, unless in writing, shall discharge or invalidate such provision or affect the right of Georgia Tech to enforce the same or any subsequent default or breach of such provision. The waiver by Georgia Tech of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and Georgia Tech shall have the right at any time thereafter to avail itself of any and all available remedies. The failure of Georgia Tech to insist upon strict compliance of any of the terms, covenants, and conditions hereof to be performed by Licensee shall not be deemed a waiver of any rights or remedies which Georgia Tech may have and shall not be deemed a waiver of any subsequent breach or default of any such terms, covenants, and conditions to be performed by Licensee.
33. **ATTORNEY'S FEES.** In case any suit, action, or proceeding brought or initiated by Georgia Tech to enforce any right or exercise any remedy under this Agreement, Georgia Tech shall be entitled to receive and thereafter recover in any judgment recovered by Georgia Tech, reimbursement for all reasonable costs, including attorneys' fees.
34. **ALCOHOL POLICY.** At all times, while on the Georgia Tech Campus, Licensee shall comply with Georgia Tech's alcohol policy and all federal, state, and local laws regarding the use, possession, and distribution of alcohol, and shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same. Upon Licensee's written request, a copy of Georgia Tech's alcohol policy may be provided to Licensee.
35. **TOBACCO AND SMOKE FREE POLICY.** Pursuant to USG Policy § 6.10, use of all forms of tobacco products on the Georgia Tech Campus is expressly prohibited. "**Tobacco Products**" include, but is not limited to, cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, other devices that use tobacco such as hookahs, or simulate use of tobacco such as electronic cigarettes. Licensee shall comply with and enforce Georgia Tech's "Tobacco and Smoke Free" policy at all times during its temporary occupancy and use on or within the Georgia Tech Campus and shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same.
36. **NO ESTATE.** This Agreement constitutes an agreement for a temporary use license. It does not create a landlord tenant relationship, and no estate passes out of Georgia Tech.
37. **COMPLIANCE WITH FIRE REGULATIONS.** Licensee shall not do anything or permit anything to be done in the Premises and/or on the Georgia Tech Campus, or bring or keep anything therein which would constitute a fire hazard for the Premises or on the property kept therein or which might conflict with any statutes, ordinances, or regulations, including, but not limited to, the State Minimum Fire Safety Standards in the rules and regulations promulgated pursuant to O.C.G.A. § 25-2-4 et seq., or any public authority, including, but not limited to, the United States of America, the State of Georgia, the City of Atlanta, and any Department, Board, or Authority thereof, or which might conflict with the terms of any fire, liability, casualty or other insurance policy on the Premises or any part thereof. 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. Licensee shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylight, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the Premises.

38. **COMPLIANCE WITH APPLICABLE LAW, POLICY, AND SAFETY COMPLIANCE.** Licensee shall conform to and comply with and ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers conform to and comply with all applicable municipal, county, state and federal laws, ordinances, rules and regulations and applicable regulations, rules, policies, guidelines, standards and practices of Georgia Tech pertaining to Licensee's Event hereunder and temporary occupancy and use of the Premises and/or the Georgia Tech Campus, including, but not limited to, the ADA, fire, public health, safety, and environmental protection laws and regulations, export regulations, sexual harassment laws, and the applicable rules and policies found at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B**. Licensee acknowledges that the failure to comply with the rules and policies found at <https://studentcenter.gatech.edu/procedures-guidelines> and the Event Checklist attached hereto as **EXHIBIT B** may subject Licensee to liability to Georgia Tech for additional charges and fees or may result in other consequences as set forth therein. Licensee shall not attempt to use any part of the Premises and/or Georgia Tech Campus for any use or proposed use which will be contrary to law or be otherwise improper or detrimental to the reputation of Georgia Tech.

Licensee shall conduct its Event hereunder at the Premises and shall temporarily use and occupy the Premises and/or Georgia Tech Campus in a safe, secure and careful manner, and Licensee shall ensure its employees, licensees, agents, consultants, contractors, vendors, or suppliers do the same. Licensee shall cooperate with designated Georgia Tech staff and personnel as Georgia Tech, in its sole discretion, deems is necessary to cause Licensee's compliance with all applicable municipal, county, state and federal laws, ordinances, rules and regulations and all applicable regulations, rules, policies, guidelines, standards and practices of Georgia Tech and/or the USG, and Licensee shall ensure its employees, licensees, invitees, agents, consultants, contractors, vendors, or suppliers comply with the same.

Notwithstanding anything herein, if Georgia Tech determines, in its sole discretion, via its designated staff and/or personnel that Licensee's Event hereunder, in whole or in part, and/or temporary occupancy and use of the Premises and/or Georgia Tech Campus are hazardous, dangerous and/or unsafe, Georgia Tech shall provide notice to the Licensee of the hazardous, dangerous or unsafe activity and give the Licensee a reasonable time period, to be determined by Georgia Tech, to cure the hazardous, dangerous or unsafe condition(s). Should Licensee fail to cure the hazardous, dangerous or unsafe condition(s) within the reasonable time period prescribed by Georgia Tech, Georgia Tech shall have the authority to terminate Licensee's Event and related activities, in whole or in part, and Licensee's temporary occupancy and use of the Premises and Licensee shall strictly comply with such termination and cause all persons associated with Licensee to comply with the same.

39. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Georgia.
40. **RADIO AND/OR TELEVISION BROADCAST.** Any agreement concerning a radio and/or television broadcast originating on or about the Premises, including, without limitation, a news story or broadcast, and the rights and responsibilities thereto, shall be set forth in separate written agreements between the parties hereto and additionally may be subject to the requirements set forth in **Section 20 (COMMERCIAL FILMING)** above.
41. **NOTICES.** Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization, or other information is proper or required to be provided by either party, such notice, consent, approval, authorization or other information shall be deemed sufficiently given if in writing and personally delivered, sent by email, sent by regular U.S. mail, facsimile, reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested and with all postage prepaid, to the parties' representatives listed in **EXHIBIT A**, attached hereto and incorporated herein, or to such other individuals or addresses as the parties may from time to time designate by written notice.

42. **FORCE MAJEURE.** “**Force Majeure**” shall mean Acts of God, storms, inclement weather conditions, fire, flood, labor difficulties, inability to procure materials, strike, civil disturbance, war, riot, blackout or failure of power, air raid, acts of public enemy, explosion, epidemic, pandemic, or any law, order, rule, regulation, act or restraint of any governmental body of authority, which by exercise of due diligence such party is unable to avoid, or any other occurrence beyond the either party’s control. Licensee acknowledges and agrees that a Force Majeure event may require Georgia Tech to restrict access to the Georgia Tech Campus and/or closure of the Georgia Tech Campus and that any such restriction and/or closure shall be excused likewise as a Force Majeure event as stated herein.

In the event Georgia Tech cannot make the Premises available or in the event Licensee is unable to use the Premises because of a Force Majeure event, and if the Licensee’s temporary occupancy and use hereunder has not commenced, the parties may terminate this Agreement and Licensee shall only be responsible for costs paid and/or prior mutually approved contractual commitments which cannot be cancelled.

In the event Licensee’s use of the Premises is interrupted by a Force Majeure event, the parties agree to use reasonable efforts to reschedule Licensee’s use of the Premises subject to terms and conditions at least as restrictive as those contained herein and/or upon Georgia Tech’s approval, or to extend the time of use set forth in **Section 2** above (TIME OF USE), the extension of which shall be included in the consideration paid pursuant to **Section 3** above (LICENSE FEES AND TAXES).

Notwithstanding anything contained in this **Section 42** to the contrary, Licensee’s obligation to make all payments required under this Agreement are not excused if Georgia Tech is able to perform its obligations under this Agreement.

43. **SEVERABILITY.** If any provision of this Agreement or its application to any person or in any circumstances shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement without invalidating or affecting the validity and enforceability of the remaining provisions of this Agreement, which shall nonetheless remain in full force and effect.
44. **HEADINGS.** The headings used herein are merely for convenience and shall not in any way restrict, limit or define any provision of this Agreement nor be used to interpret this Agreement.
45. **ENTIRE AGREEMENT.** Subject to **Section 46** below (ATTACHMENTS), this Agreement and the attached Exhibits and/or attachments constitute the entire understanding and agreement between the parties concerning Licensee’s Event and temporary use and occupancy of the Premises as set forth herein and supersede any and all prior written or oral understandings or agreements between the parties. This Agreement may not be changed, altered, modified, or amended without the written agreement of both parties. All matters not authorized expressly by this Agreement shall be reserved to the discretion of Georgia Tech.
46. **ATTACHMENTS.** For purposes of this Agreement and for your reference, the following exhibits are attached hereto:

- (a) **EXHIBIT A – Parties’ Representatives, Premises Licensed, Time of Use, and Fees;**
- (b) **ADDENDUM 1 – Licensee’s Permitted Signage Content and Location;**
- (c) **ADDENDUM 2 – Digital Media Signage Required Content and Location;**
- (d) **ADDENDUM 3 - Permitted Event Activity Vehicle Location; and**
- (e) **EXHIBIT B – Event Checklist**

In the event of a conflict between the terms and conditions of this Agreement and those of any Exhibits

and/or attachments attached hereto, then the terms and conditions of this Agreement shall control.

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

**LICENSEE:**

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

**THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA BY AND  
ON BEHALF OF THE GEORGIA INSTITUTE OF  
TECHNOLOGY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**EXHIBIT A**

**Parties' Representatives, Premises Licensed, Time of Use, and Fees**

1. **Parties' Representatives.** All notices required by this Agreement shall be provided to the following representatives:

<b>Licensee's Representative</b>	<b>Georgia Tech's Representative</b>
<b>Licensee's Address</b>	
<b>Georgia Tech's Address</b>	Georgia Institute of Technology
	Student Center
	351 Ferst Dr. NW
	Atlanta, GA 30332-0458
<b>Representative's Telephone Number</b>	
<b>Representative's Email Address</b>	

2. **Premises Involved.** The Premises covered by this Agreement is the SCEC Facility commonly known as \_\_\_\_\_ located at \_\_\_\_\_.

**Space(s) included in reservation:** \_\_\_\_\_

3. **Time of Use.** Licensee shall be authorized to use the Premises during the following dates and times:

**Event name:**

**Event date(s):**

**Licensee time to access facility:**

**Expiration of Time of Use (date/time):**

Should Licensee's use of the Premises extend beyond the times listed above, in addition to any charges which may be assessed pursuant to **Section 4 below** above in this **EXHIBIT A**, Licensee shall pay Georgia Tech the applicable fee for the actual time that the Premises are in use by Licensee, in

accordance with the additional fees, which may include overtime rates, listed in **EXHIBIT B** attached hereto and incorporated herein by reference.

4. **License Fees.** Licensee agrees to pay Georgia Tech the following amounts (collectively, the “**License Fee**”) as follows:

(a) **Reservation Deposit.** Licensee shall pay Georgia Tech the amount of \$**150.00** (the “**Reservation Deposit**”) in order to secure the above specified date(s) for the Event. Licensee acknowledges and agrees that the Event date is not reserved until Georgia Tech has received all Reservation Deposit funds. Licensee further acknowledges and agrees that the Reservation Deposit is non-refundable, including, without limitation, if Licensee cancels the Event. Georgia Tech acknowledges receipt of the Reservation Deposit.

(b) **Event Deposit.** Licensee acknowledges and agrees that the estimated cost for the Event is

\$ \_\_\_\_\_ (the “**Projected Event Cost**”) and further acknowledges that this is an estimate only and may not represent the final cost to Licensee. Contemporaneously with Licensee’s

signature on this Agreement, Licensee shall pay Georgia Tech the sum of \$ \_\_\_\_\_, representing twenty-five percent (25%) of the Projected Event Cost, as an additional deposit (the “**Event Deposit**”). Georgia Tech requires the Event Deposit in order to further proceed with the Event. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that the Event Deposit is non-refundable, including without limitation if Licensee cancels the Event.

(c) **Balance.** Once final logistics for the Event are determined and a final quote is produced, Licensee shall pay the balance of the License Fee to Georgia Tech on or before the date that is two (2) weeks prior to the Event Date. If the Event is taking place over more than one (1) date, the balance of the License Fee shall be paid to Georgia Tech by Licensee on or before the date that is two (2) weeks prior to the initial Event Date. Acceptable methods of payment are business or certified check, money order, and credit cards. All checks should be made payable to the Georgia Institute of Technology.

(d) **Additional Damages.** Licensee’s failure to comply with the terms and conditions of this Agreement and the rules and policies set forth at <https://studentcenter.gatech.edu/procedures-guidelines> may result in Licensee’s liability for additional charges for such failure to comply. Such charges shall be assessed as additional License Fees hereunder and shall be invoiced to Licensee as outlined in **Section 4(d)** below.

(e) **Additional Fees.** Any such additional amounts as are otherwise required by this Agreement to be paid by Licensee shall be assessed as additional License Fees hereunder and shall be invoiced to Licensee as follows: If Licensee owes Georgia Tech any additional sums hereunder, including, without limitation, due to changes to the Event made by Licensee after the sums due pursuant to Section 4(b) above have been paid and/or any additional charges incurred pursuant to the list of rates listed at <https://studentcenter.gatech.edu/space-equipment-rates>, Georgia Tech shall submit an invoice to Licensee. All invoiced sums owed by Licensee will be due within thirty (30) days of receipt of such invoice. Any invoiced sums due and owing by Licensee not paid to Georgia Tech within the thirty (30) day period shall be subject to a late payment fee at a rate of 1.5% per month. Licensees with outstanding past due amounts will not be permitted to use or reserve subsequent dates for use of SCEC Facilities.

5. **Use.** Licensee shall be permitted to conduct the following activities that shall comprise the Event:

**(a) Promotional Products including Food:**

**i. Giveaways: (list each specifically)**

**ii. Items to be sold: (list each specifically and sale price per item)**

**(b) Music/Amplified Sound:**

**(c) Licensee's Permitted Signage:**

- i. Content.** Licensee shall be permitted to display the signage as depicted in **ADDENDUM 1**, attached hereto and incorporated herein by this reference, which has been approved by Georgia Tech (the "**Approved Signage**"). Licensee agrees that any change, modification, addition or adjustment to the Approved Signage must be made in writing and signed by duly authorized representatives of Georgia Tech before any such change, modification, addition or adjustment is implemented.
- ii. Location.** Licensee shall be permitted to display the signage **only** in locations as depicted in **ADDENDUM 1**, attached hereto and incorporated herein.

**(d) Event Activity Vehicles:** Notwithstanding the provisions contained in **Section 28 [PARKING]** of this Agreement, Licensee is permitted to utilize vehicle(s) **specifically integral to the activities** ("hereinafter, "**Event Activity Vehicle**") listed in this **EXHIBIT A, Sections 5(a) and 5(b)** above [USE; (a) Promotional Products; (b) Music/Amplified Sound] at the Premises during the Event and may park said vehicle(s) in the location depicted in **ADDENDUM 2**, attached hereto and incorporated herein by this reference. Licensee acknowledges and agrees that the approval of, and access to the Premises by, any such Event Activity Vehicle during the Event is subject to Georgia Tech's prior review and approval in its sole discretion. Licensee further acknowledges and agrees that any Event Activity Vehicle remains subject to all fees, charges, rules and regulations of Georgia Tech Parking and Transportation Services. Additionally, Georgia Tech, in its sole discretion, shall have the right to require the removal of an Event Activity Vehicle from the Premises at any time.

**i. Number and description of vehicle(s):**

**ii. Purpose of vehicle(s):**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**ADDENDUM 1**  
**Permitted Signage Content and Location**

**ADDENDUM 2**  
**Permitted Event Activity Vehicle Location**

**EXHIBIT B**  
**EVENT CHECKLIST**

Please read and initial next to each provision listed indicating that you understand each policy. Failure to read, understand, and initial these provisions does not relieve you of responsibility or liability thereunder. Please ask for clarification if you have any questions.

\_\_\_\_\_ **Equipment.** Requested equipment may incur extra fees. Georgia Tech will provide set-up and breakdown of requested equipment based on approved floor plan. Georgia Tech reserves the right to change layouts to protect the Premises. Rates for additional equipment can be found at <https://studentcenter.gatech.edu/space-equipment-rates>.

\_\_\_\_\_ **Deliveries.** All arrangements for deliveries and arrival times of vendors must be approved in advance with the Georgia Tech Event Coordinator. Any unscheduled deliveries or pickups will be refused or denied.

\_\_\_\_\_ **Set-Up/Unload Time.** The booking time is inclusive to the time Licensee and/or their vendors to set-up and unload for the Event. Any additional time must be requested and approved in advance with the Georgia Tech Event Coordinator.

\_\_\_\_\_ **Alcohol.** Georgia Tech Catering must manage any alcohol service.

\_\_\_\_\_ **Security.** Per **Section 10** (SECURITY) of the Agreement, Georgia Tech may request the presence of Georgia Tech Police Department (“**GTPD**”) at cost to the Licensee. Estimated cost for security is reflected in the Reservation Fee. GTPD may be required at events that serve alcoholic beverages, high-profile events, events with cash transactions, late-night or early-morning events, and/or events with a large number of attendees. Licensee shall pay for any additional police, security, and/or fire protection staffing and/or measures which Georgia Tech may deem necessary in connection with Licensor’s use of the Premises hereunder at the then-current rates charged by GTPD and/or the necessary personnel.

\_\_\_\_\_ **Photo Release.** The Licensee agrees that Georgia Tech can use photos and video of this event at no cost or fee for promotional and advertising purposes. It is the responsibility of Licensee to notify all Event attendees that they may be photographed for this purpose.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**