

**GEORGIA INSTITUTE OF TECHNOLOGY
STUDENT & CAMPUS EVENT CENTERS
TABLE RESERVATION AND USE LICENSE AGREEMENT**

This Table Reservation and Use 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 reserve and temporarily use a table in certain Georgia Tech facilities hereinafter described; and

WHEREAS, Georgia Tech is willing to reserve and temporarily provide a table to Licensee in certain Georgia Tech 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. **LOCATION OF TABLE.** The location for use of a table (the “**Location**”) 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 Georgia Tech, and as described in more detail in **EXHIBIT A**, which is attached hereto and incorporated herein.
2. **TIME OF USE.** The times during which the Licensee shall be permitted to occupy, use and enjoy the above-described Location (the “**Time of Use**”) are outlined on **EXHIBIT A**, attached hereto and incorporated herein by reference.
3. **USE.** Subject to Licensee’s compliance with the terms and conditions of this Agreement, Georgia Tech will reserve and provide temporary use of a table and temporary occupancy in the Location by Licensee during the designated Time of Use solely for the following purpose and no other:

(the “**Permitted Use**”).

4. **LICENSE FEES AND TAXES.** In consideration of Georgia Tech's willingness for the Licensee to occupy, use and enjoy the Location for the Permitted Use, 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, 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 21 (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.

- 5. MANAGEMENT RIGHTS AND GEORGIA TECH PERSONNEL ACCESS.** Georgia Tech reserves the right to control and manage the Location 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 the Location at all times. To the extent possible, Georgia Tech agrees to use reasonable efforts to prevent and/or minimize disruption during Licensee's temporary use and occupancy of the Location.

Notwithstanding anything herein, Georgia Tech shall have access to and may cease some or all of Licensee's activities during the Time of Use for emergency purposes, including, but not limited to, fire, health, life and property safety, at all times and Georgia Tech's access to the Location 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 Location, must be permitted as required by the applicable laws and regulations of the Americans with Disabilities Act ("ADA"). Licensee's use of the Location and 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 Time of Use 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.
- 7. 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 Location and the Georgia Tech Campus as set forth in SCEC Facility policies and procedures published online at <https://studentcenter.gatech.edu/procedures-guidelines>. Notwithstanding anything herein, Georgia Tech reserves the right, in its sole discretion, to remove any objectionable person or persons from the Location and/or the Georgia Tech Campus and Licensee expressly waives any right to damages for such removal.
- 8. DAMAGE TO PROPERTY AND LOCATION.** Licensee shall use reasonable care to prevent damage to the Location and the Georgia Tech Campus, and Licensee shall be responsible for any damage to the Location and Georgia Tech Campus, including, but not limited to, damage to personal property, buildings, and equipment in and around the Location and Georgia Tech Campus, caused by or incident to Licensee's use of the Location, 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 Location. 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 Location 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 Location 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 Time of Use as set forth in **Section 2** (TIME OF USE) above or upon completion of use of the Location by Licensee (including any additional use), whichever is later.

In the event of any dispute over whether damage to the Location 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.

9. **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.

10. **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 Georgia Tech Representative set forth in **EXHIBIT A** 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 10 (NO USE OF GEORGIA TECH'S NAME OR MARKS)** shall be considered immediate grounds for termination for cause for this Agreement pursuant to **Section 21 (TERMINATION)**.

Publicity for the Permitted Use during the Time of Use hereunder must be submitted to the Georgia Tech Representative set forth in **EXHIBIT A** for prior review and approval prior to any distribution.

11. **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.
12. **EMERGENCY EVACUATION/SHELTER-IN-PLACE COMPLIANCE.** 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.
13. **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.
14. **PROPERTY OF LICENSEE; ABANDONED PROPERTY.** All merchandise, equipment, and property

(collectively, “**Property**”) brought onto the Location 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. Any Property left at the Location or on the Georgia Tech Campus by Licensee following the Time of Use 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 expressly waives any right to damages for disposal or use of such Property. Licensee agrees to reimburse Georgia Tech for any Property removal expenses Georgia Tech may incur per Georgia Tech’s submitted invoice to Licensee.

15. **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.
16. **ALCOHOL POLICY.** At all times, while on the Georgia Tech Campus, Licensee shall comply with Georgia Tech’s alcohol policy 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.
17. **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.
18. **COMPLIANCE WITH FIRE REGULATIONS.** Licensee shall not do anything or permit anything to be done at the Location and/or on the Georgia Tech Campus, or bring or keep anything therein which would constitute a fire hazard for the Location 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 Location 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 Location.
19. **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 the Permitted Use hereunder and temporary occupancy and use of the Location 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>. Licensee acknowledges that the failure to comply with the rules and policies found at <https://studentcenter.gatech.edu/procedures-guidelines> 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 Location 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 temporarily use and occupy the Location 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 temporary occupancy and use of the Location 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 license of the Location during the Time of Use, and Licensee's and Licensee shall strictly comply with such termination and cause all persons associated with Licensee to comply with the same.

20. **LICENSES, PERMITS AND COPYRIGHT ROYALTIES.** Licensee agrees and warrants that any merchandise items sold 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 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. Georgia Tech shall have no liability for such payments. All required licenses and/or permits shall be presented to Georgia Tech prior to the Time of Use. Licensee shall indemnify and hold harmless the Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology, 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 during the Time of Use.
21. **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 thirty (30) days written notice to the other party prior to the 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 Georgia Tech all costs incurred by Georgia Tech in connection with the Event, including, but not limited to marketing, advertising, production, labor, and travel expenses.

22. **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.
23. **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.
24. **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 Location available or in the event Licensee is unable to use the Location 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 Location is interrupted by a Force Majeure event, the parties agree to use reasonable efforts to reschedule Licensee's use of the Location 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 4** above (LICENSE FEES AND TAXES).

Notwithstanding anything contained in this **Section 24** (FORCE MAJEURE) 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.

25. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Georgia.
26. **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.

- 27. **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.
- 28. **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.
- 29. **ENTIRE AGREEMENT.** Subject to **Section 31** below (ATTACHMENTS), this Agreement and the attached Exhibits and/or attachments constitute the entire understanding and agreement between the parties concerning Licensee's and temporary use and occupancy of the Location 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.
- 30. **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.
- 31. **ATTACHMENTS.** For purposes of this Agreement and for your reference, the following exhibits are attached hereto:

(a) EXHIBIT A – Parties' Representatives, Location Licensed, Time of Use, and Fees

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: _____

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EXHIBIT A

Parties’ Representatives, Location Licensed, Time of Use, and Fees

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

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

2. **Location Involved.** The Location covered by this Agreement is the SCEC Facility commonly known as _____ located at _____.

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

Date(s):

Licensee time to access facility:

Expiration of Time of Use (date/time):

Should Licensee’s use of the Location extend beyond the times listed above, in addition to any charges which may be assessed pursuant to **Section 4 below** in this **EXHIBIT A**, Licensee shall pay Georgia Tech the applicable fee for the actual time that the Location is in use by Licensee, in accordance with the additional fees.

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

(a) Reservation Fee. Licensee shall pay Georgia Tech the amount of _____ (the “**Reservation Fee**”) in order to secure the above specified date(s) for the Time of Use of the Location. Licensee acknowledges and agrees that the Time of Use of the Location is not reserved until Georgia Tech has

received all Reservation Fee funds. Reservation Fee must be paid by _____ in order to proceed. 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.

- (b) **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(c)** below.
- (c) **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.

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