



STATE OF GEORGIA
COUNTY OF CARROLL

University of West Georgia Facilities Use Agreement

This agreement made and entered in to this day, _____, _____ between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of the University of West Georgia (hereinafter called "UWG") and _____ located at _____ (hereinafter called "Permit Holder").

WITNESSETH THAT:

WHEREAS, the Permit Holder desires to temporarily occupy and utilize certain premises of UWG's hereinafter described properties and facilities; and

WHEREAS, UWG is willing to permit Permit Holder to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants, and agreements hereinafter set forth;

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

- Premises Involved.** The premises covered by this temporary occupancy and use permit, or license, is _____ located on the campus of the University of West Georgia, which is more particularly outlined in **Exhibit A**, attached hereto and incorporated herein by reference ("Premises").
- Time of Use.** The times during which the Permit Holder shall be permitted to occupy, use, and enjoy the above-described premises will be outlined in **Exhibit A**.
- Consideration.** In consideration of UWG's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay UWG for arrangements as detailed in the attached Exhibits. Arrangements may not be broken for late arrivals, early departures, or missed meals once Permit Holder furnishes guarantee(s) which is hereto referenced as part of **Exhibit A**. Fees are based on an estimated number of ____ participants, with a minimum of ____ participants.
- Use.** The permit provided is for the purpose of _____ ("Event") and none other.
- Non-Assignability.** The permit, use, and occupancy provided herein shall not be assigned by Permit Holder to any other corporation, association, person, or entity whatsoever.
- Indemnification.** Permit Holder indemnifies and holds harmless UWG, the Board of Regents, and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees, or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, 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 Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS"), the Permit Holder shall reimburse the Funds for such monies paid out by the Funds.
- Insurance.** Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance covering the period of its occupancy and use of the premises. Permit Holder shall provide a Commercial General Liability Insurance Policy (2013 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations, including products and completed operations, personal and advertising injury and contractual liability.

The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limits	
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You	\$300,000	Any one premises
Personal & Advertising Injury	\$1,000,000	Any one person/org.
Sexual Abuse or Molestation	\$2,000,000	Any one person
General Aggregate Limit	\$2,000,000	
Products/Completed Ops. Aggregate Limits	\$2,000,000	

The Sexual Abuse or Molestation coverage shall provide defense costs outside the liability limits and also defend any accused insured under a reservation or rights letter, if necessary. The policy shall cover the period of Permit Holder's occupancy and use of the Premises, such insurance to be obtained from an insurance company licensed to do business in the State of Georgia, and name the officers, agents and employees of UWG and the Board of Regents as additional insureds. The Commercial General Liability Insurance must provide primary limits over any other liability policy provided by the State of Georgia.

Permit Holder shall also provide **Commercial Umbrella Liability Insurance with limits of not less than \$2,000,000 per occurrence.**

The insurance company(ies) issuing the above referenced policies must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. Permit Holder shall furnish UWG with a certificate of insurance clearly evidencing such required insurance at least two (2) weeks prior to occupancy and use of the premises. Permit Holder shall not cancel or modify such insurance without first providing advance written notice to UWG.

8. **Cancellation for Force Majeure.** In the event that fire, wind storm, casualty, war, or other unforeseen circumstances shall result in damage to the premises so that it is impossible or impractical for UWG to perform its obligations hereunder, or if the intended Event(s) shall be made impossible to host safely due to strike, riot, pandemic, epidemic, or other cause not within the control of UWG, this contract shall stand canceled and UWG shall not be liable to Permit Holder for any damages as a result of such cancellation.
9. **Stipulations.** The following stipulations, provisions, covenants, agreements, terms, and conditions, marked Exhibit(s)_____ and attached to this agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms, and conditions attached hereto and marked Exhibit(s)_____ are hereby incorporated and made a part of this agreement by reference.
10. **Entire Agreement.** This agreement and all applicable Exhibits attached herein, sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than as herein set forth. It is understood and agreed that no subsequent alteration, amendment, change or addition to this rental agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this rental agreement.

IF AN EXHIBIT APPLIES, PLEASE COMPLETE THE EXHIBIT FORM. IF AN EXHIBIT DOES NOT APPLY, PLEASE LEAVE SAID EXHIBIT FORM BLANK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

PERMIT HOLDER

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA

Authorized Signature (Permit Holder)

Authorized Signature (UWG)

Title

Title

Date

Date

EXHIBIT A

1. **Parties' Representative.** All notices required by this agreement shall be mailed by certified mail to the following representatives:

Permit Holder's Representative

UWG's Representative

Representative's Address

UWG's Representative Address

University of West Georgia
1601 Maple Street
Carrollton, GA 30118

Representative's Telephone Number

UWG's Rep. Telephone Number
678-839- _____

2. **Premises.** _____

3. **Technology and Labor Fees.** Any additional special equipment and labor fees that apply will be charged to the Permit Holder at established rates at the time of the Event.

4. **Dates and Times of Authorized Use.** Permit Holder shall be authorized to use the designated premises during the following dates and times:

Earliest Reserved Date: _____ Event Start Time: _____

Last Reserved Date: _____ Event End Time: _____

***Please Note: Permit Holder may request use of certain facilities on certain dates. If UWG is unable to provide part of or all of the facilities or services specified in this Agreement, UWG shall give prompt notice thereof to the Permit Holder. UWG shall make reasonable effort to provide equivalent facilities or services on premises at no additional expense to Permit Holder.

5. **Prepayment.** A prepayment in the amount of \$ _____ ("Prepayment") is due at the time the signed agreement is returned to the _____. Signed license agreement is due to the _____ no later than _____, _____. *The prepayment is non-refundable.*

6. **Cancellation.** If Permit Holder cancels this agreement before the earliest reserved date, it shall forfeit any prepayment paid and be liable to UWG for all direct costs incurred by UWG in preparation to fulfill UWG's obligations under this agreement. In addition, Permit Holder agrees to pay UWG a percentage of anticipated revenue calculated from the number of beds reserved in **Exhibit C** times the per person Accommodation Plan fee(s). Permit Holder must cancel in writing. Cancellation date is based on the postmark. The following percentages will be used to calculate the cancellation rate.

- Twenty-five percent (25%) for cancellations one hundred-twenty (120) days to sixty-one (61) days prior to the earliest reserved date.
- Fifty percent (50%) for cancellations sixty (60) days to thirty-one (31) days prior to the earliest reserved date.
- Seventy-five percent (75%) for cancellations thirty (30) days or less prior to the earliest reserved date.

7. **Guarantee.** Permit Holder shall provide UWG with final guaranteed numbers, accompanied by a participant listing and/or lodging assignments for conference attendance, and if applicable, for food services, no later than ten (10) business days before the earliest reserved date. Notwithstanding the foregoing, UWG does not guarantee availability of facilities, food, or lodging in excess of 105% of the guaranteed numbers specified in **Exhibit C** attached hereto.

8. **Terms of Payment.** UWG may develop a preliminary bill, and if so, will invoice Permit Holder based on said guaranteed numbers. Such sum shall be paid on or before _____. All checks should be made payable to the **University of West Georgia**.

After the completion of the Event(s), a final bill summarizing all charges and prepayments will be submitted to Permit Holder within 90 days of the conclusion of the Event(s). Permit Holder shall pay UWG for all unpaid charges due upon receipt of the final bill.

9. **Failure to Pay.** Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with this agreement or if Permit Holder violates any other provision of this agreement, all remaining obligations of UWG under this agreement shall, at the option of UWG, cease and be terminated upon written notice to the Permit Holder. In any case, all amounts owing to UWG hereunder which are more than thirty (30) days past due shall be subject to a service charge of one and one-half percent (1 1/2%) per month, constituting an annual percentage rate of eighteen percent (18%). Permit Holder shall reimburse UWG for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, UWG shall be entitled all costs and expenses of litigation, including the attorney's fee.
10. **Taxes.** Unless Permit Holder provides UWG with evidence of Federal and State of Georgia tax exempt status, Permit Holder shall be responsible for the payment of all taxes which may be imposed under this agreement.
11. **Sale of Food.** All food sales and/or concessions shall be operated by one of the University of West Georgia's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should food services be requested by the Permit Holder, such request should be directed to the University of West Georgia Catering at telephone number 678-839-6525 and **should be booked at least ten (10) business days in advance of the date of the Event(s)**. Concessions will not be made available at any Event(s) unless requested by the Permit Holder. *See UWG PL 3001, Food Purchases Procedure at: <https://uwg.policystat.com/policy/10276527/latest>.*

Arrangements for food services, if any, shall be as outlined in Exhibit D, which is attached hereto and incorporated herein by reference. Meal access controls will be developed by UWG in conjunction with the Permit Holder and implemented by the Permit Holder.
12. **Promotion and Publicity.** Publicity for the Event(s) must be submitted to UWG for approval prior to any distribution.
13. **No Use of UWG's Name.** All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by the Permit Holder shall in no fashion whatsoever state or imply the support or sponsorship of UWG nor shall Permit Holder use UWG's name logos and/or trademarks without their express written permission. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by UWG.
14. **Signs and Business.** Permit Holder shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the premises, without UWG's prior written permission. Permit Holder shall not conduct any business activities within the premises without UWG's prior written permission. *See UWG PL 6001, Campus Signage Procedure at: <https://uwg.policystat.com/policy/10123480/latest>.*
15. **Licenses, Permits and Copyright Royalties.** Permit Holder shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses and/or permits shall be presented to UWG prior to the Event(s).
16. **UWG Access.** UWG shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use, and enjoy the premises as outlined herein.
17. **UWG's Right to Remove.** UWG reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.
18. **Damages to the Premises.** Permit Holder agrees that it shall not in any way injure, damage, mar, or deface the building, floor, furniture, fixtures, or equipment which is in or about the premises. Permit Holders shall reimburse UWG for any such damage or injury caused by Permit Holder, its employees, agents, or other persons admitted to the premises by the Permit Holder, its agents, or employees.
19. **Permit Holder's Property Brought onto Premises.** All property brought onto the premises by the Permit Holder shall be at the sole risk of the Permit Holder. UWG shall not be responsible for such property nor liable for any damages or injury to the Permit Holder, its agents, or employees.
20. **No Alterations or Improvements.** Permit Holder shall make no alterations in or addition to the premises. Permit Holder must use UWG approved methods and products to hang items on walls or inside the premises.
21. **Parking.** Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges applicable to same shall be made separately with UWG.

22. **Compliance with Campus Alcohol Policy.** At all times while on the premises Permit Holder shall comply with the University of West Georgia alcohol policies and shall ensure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges review of and compliance with *UWG PL 7006, Alcohol on Campus and Associated Procedures* found at: <https://uwg.policystat.com/policy/10234295/latest>.
23. **Compliance with Tobacco Free Campus Policy.**
Premises are designated as TobaccoFree and Permit Holder agrees to enforce such policy.
See UWG PL 7006, Tobacco and Smoke-Free Campus at: <https://uwg.policystat.com/policy/13240647/latest/>
24. **Compliance with Fire Safety Standards.** In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder 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 lit at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylight, stairways, hallways, corridors, passageways, radiators, lighting attachments, and all openings or ways of access to public utilities of the premises. If Event(s) are 10 nights or longer in duration, Permit Holder agrees to allow UWG to make arrangements for a fire/safety drill to be conducted at UWG's convenience.
25. **Compliance with All Applicable Laws, Rules, Regulations, and Policies/Procedures.** Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to, and comply with all laws, rules, and regulations of the United States, the State of Georgia, and the City of Carrollton. In addition, Permit Holder agrees to comply with all UWG policies and procedures. Permit Holder by its signature herein acknowledges review of and compliance with *UWG PL 7004, Protection of Minors on Campus and Associated Procedures* at: <https://uwg.policystat.com/policy/10234753/latest/> and **Exhibit B** of this agreement. UWG reserves the right to inspect Permit Holders' records for compliance with **Exhibit B** of this agreement. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations, or policies may result in forfeiture of the privilege of using UWG's facilities, or termination of this agreement. UWG presents that the premises shall abide by, conform to, and comply with all laws, rules, and regulations of the United States, the State of Georgia, and the City of Carrollton.
26. **Criminal Background Checks.** Permit Holder agrees to conduct training and criminal background checks on all employees and volunteers with direct contact with minors. Criminal background checks on any employee or volunteer shall not be older than 4 years.
27. **Assignment.** Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without UWG's prior written permission. Any assignment may be withheld or granted at UWG's sole discretion.
28. **Governing Law.** This agreement shall be governed by the laws of the State of Georgia.
29. **Administrative Fee and Registration Services.** An administrative fee of **\$1.20** per person per day will be assessed. UWG can also handle registration for interested clients. This service is **\$3.50** per participant that signs up.
30. **Clery Act Compliance.** Permit Holder shall be responsible for immediately reporting any incidents, including, but not limited to, crimes, potential crimes, or underage use of alcohol or drugs, to the Director of Compliance and Risk Management at clery@westga.edu. See UWG PL 7008, Clery Act Compliance at: <https://uwg.policystat.com/policy/10809826/latest>.
31. **Clery Notice.** The Annual Security & Fire Safety Report is available online at <https://www.westga.edu/cleryact/>. The report contains information regarding campus safety and security including topics such as: campus law enforcement authority; crime reporting policies; campus alerts (Timely Warnings and Emergency Notifications); fire safety policies and procedures; programs to prevent dating violence, domestic violence, sexual assault and stalking; the procedures the University will follow when one of these crimes is reported; and other matters of importance related to security on campus. The report also contains information about crime statistics for the three most recent calendar years concerning reported crimes that occurred on campus; in on-campus student housing facilities; in non-campus buildings or property owned or controlled by the University or a recognized student organization; and on public property within, or immediately adjacent to and accessible from, the campus. The report also contains fire statistics for any fires occurring in an on-campus student housing facility during the three most recent calendar years. If you would like to receive a paper copy of the Annual Security & Fire Safety Report, you can request a copy by emailing clery@westga.edu.

EXHIBIT B

PROGRAMS SERVING MINORS

1. **Institutional Policy.** If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of *UWG PL 7004, Protection of Minors on Campus Policy and Associated Procedures* found at: <https://uwg.policystat.com/policy/10234753/latest/>.
2. Such requirements include but are not necessarily limited to those listed below.
3. **Duty of Care.** Permit Holder shall operate such program/activity in a reasonably safe manner.
4. **Forms.** Permit Holder shall use all appropriate forms related to the operation of the program/activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others. *These forms may be found attached to the institutional policies linked above.*
5. **Criminal Background Checks.** Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones, and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks including in-person interviews and reference checks.
6. **Supervision.** Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
7. **Training.** Permit Holder shall provide training to all employees, volunteers, and others assisting with the program/activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
8. **Safety and Security.** Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
9. **Reporting Obligations.** Criminal activity should be reported immediately to the Institution's campus police department. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.
10. **Known or Suspected Abuse or Neglect of Minors.** If Permit Holder and/or any of its employees, volunteers, or other agents, or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Institution's campus police department and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT C

LODGING ACCOMMODATIONS

1. **Accommodations.** UWG agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Accommodations for additional participants shall not exceed that required for 105% of the final guarantee.
Permit Holder may request certain housing accommodations. UWG will make best efforts to accommodate, but UWG has final say on which facilities will be used.
Permit Holder shall be responsible for the applicable fees for total actual participants or for the final guaranteed number of participants, whichever is greater.
Permit Holder shall be responsible for any loss of or damage to any of UWG's property.
Changes in lodging accommodations specified below shall not be increased without UWG's prior written approval.
2. **Lodging Rates per night:**
Traditional \$33.00
Suites \$35.00
3. **Check-in and Check-out.**
Check-in: _____, _____
Check-out: _____, _____
Participants may check-in/out between 8:00 a.m. and 8:00 p.m.
Alternate times, early arrivals and/or late departures must be arranged in advance with UWG. Alternate dates and times are not guaranteed.
4. **Assignment.** In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and UWG does not furnish other accommodations, this agreement for lodging accommodations shall terminate.
5. **Personal Property.** Permit Holder agrees that UWG shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.
6. **Room Keys.** Each participant may check out only his or her own room key. Permit Holder understands and agrees that a charge of \$25.00 per lost key and \$25.00 per lost access card will be added to the Permit Holder's final invoice. Permit Holder will incur lost key/access card charge(s) immediately upon conclusion of above stated check-out date/time.
***Please Note: Specific buildings on campus are on a two key per participant system.
7. **Health Care.** Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the healthcare costs and arrangements necessitated by any illnesses and/or accidents of its participants.
8. **Lodging of Minors.** If the lodging accommodations contemplated by this agreement includes lodging for minors under the age of eighteen (18) years old, Permit Holder shall follow American Camp Association Staffing Ratios for campers to live-in chaperones over the age of twenty-one (21) at <https://uwg.policystat.com/policy/10234753/latest/>.
9. **Right to Enter Room.** UWG reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with UWG's policies.

- 10. Compliance with Laws, Regulations and Policies.** Permit Holder agrees to adhere to all of UWG's policies, regulations, guidelines and all local, state and federal laws. Consistent with Georgia law, Permit Holder shall ensure that all employees and volunteers who interact with minors have been trained in the proper reporting of child abuse and working with minors. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using UWG's facilities, or termination of this agreement. UWG's regulations and policies include but are not limited to the following:
- a. No use of any tobacco products will be permitted in any room or apartment or in UWG's buildings.
 - b. No firearms, weapons, ammunition, fireworks, explosives or highly flammable materials will be permitted within UWG's buildings or on UWG's property.
 - c. No animals will be permitted in rooms or apartments or in UWG's buildings without UWG's prior written permission.
 - d. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.
 - e. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture, lowering of lofted beds without permission of UWG.
 - f. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of UWG.
 - g. No tampering with or removal of windows or window screens from any part of any UWG building will be permitted.
 - h. No tampering with the fire system or firefighting equipment will be permitted.
 - i. No removal of lounge or common area furniture into individual rooms or apartments will be permitted without permission of UWG.
 - j. No gambling or solicitation in any form will be permitted.
 - k. No parking in the service or fire lanes adjacent to UWG's buildings will be permitted.

EXHIBIT D

FOOD SERVICES AND CONCESSIONS

1. **Sale of Food.** All food sales and/or concessions shall be operated by one of UWG's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires.
2. **Clean-up and Garbage Removal.** Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service.
3. All food services should be booked at least **10 business days** in advance.
4. Permit Holder may request specific meal times and facilities. UWG will make best efforts to accommodate each of these requests, but UWG will have final say on meal timing and location.
5. **Rates per Meal:**
Faculty/Staff: \$9.70 plus tax (where applicable)
Walk-in Rate: \$11.20 plus tax (where applicable)
6. **Summer Camp Rates:**
Breakfast: \$8.52 plus tax (where applicable)
Lunch: \$9.70 plus tax (where applicable)
Dinner: \$9.70 plus tax (where applicable)

EXHIBIT E

PARKING

1. **Lodging Facilities.** Unnumbered and unmarked parking spaces in the parking lot adjacent to the lodging facility may be utilized on a space available basis. No parking sticker or permit is required. For oversize and specialty vehicles, see restrictions below.
2. **Conference Facilities and Recreation Facilities.** Within each such lot, unnumbered and unmarked parking spaces may be utilized on a space available basis. Depending upon the circumstances, a specialnumbered or named space permit may be issued authorizing a vehicle to be parked in a numbered or named parking space. For oversize and specialty vehicles, see restrictions below.
3. **Oversized or Specialty Vehicles, Trailers, Campers, and Recreational Vehicles.** Any oversized or specialty vehicle, trailer, camper or recreational vehicle, must be parked in the designated oversize vehicle parking facility. In general, any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon a vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility.
4. **Visitor Parking.** Parking in spaces designated as “visitor” parking is temporary parking available on a first come, first served basis. No overnight parking is permitted in a “visitor” parking space.
5. **Parking Violations.** Violators of UWG Parking Rules may be subject to a citation and fine. Such citations will be issued through Parking and Transportation Services. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the license granted to the Permit Holder.
6. **Parking Fees.** UWG reserves the right to charge parking fees “at the lot” for attendees at any event.
7. **No Liability of UWG.** Permit Holder acknowledges and agrees that the use of any parking space on UWG’s campus creates no bailment. Any charges are for the use of space only. UWG assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. UWG disclaims any and all liability for use of any parking space. No employee or agent of UWG has the authority to vary this agreement.

EXHIBIT F

ALCOHOLIC BEVERAGE POLICY

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on UWG's campus. *UWG PL 7006, Alcohol on Campus and Associated Procedures can be found here:* <https://uwg.policystat.com/policy/10234295/latest>.

Exceptions: The following limited exceptions to the Alcoholic Beverage Policy are permitted:

1. **Sports and Recreation Facilities:**

- a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on-premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.
- b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.
- c. No alcoholic beverage may be carried onto or taken from the premises by any individual.

2. **Special Events and Conferences:**

- a. All requests must be submitted by the Permit Holder at least three weeks prior to the event. The following rules apply:
- b. All program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.
- c. Alcohol must be served by an authorized and licensed on-premises concessionaires.
- d. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.
- e. The Permit Holder may either arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor, or may purchase the alcoholic beverages and deliver them to the concessionaire or food service vendor prior to the event.
- f. Food must be available at the event at all times. Food must be present in the room(s) where alcoholic beverages are to be served.
- g. Alcoholic beverages must remain in the room(s) where served.
- h. No alcoholic beverage may be carried onto or taken from the premises by any individual.
- i. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and holds UWG and the Board of Regents harmless from all such damages.
- j. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

EXHIBIT G

TOBACCO AND SMOKE-FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, , *UWG PL 7006 Tobacco and Smoke-Free Campus* <https://uwg.policystat.com/policy/13240647/latest/> reinforces UWG's commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by UWG or its affiliates, is expressly prohibited. "Tobacco Products" are defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on UWG premises unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented, or otherwise used by UWG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on UWG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by UWG shall be tobacco-free. All events hosted by outside groups on behalf of UWG shall also be tobacco-free.

Violation of this policy may result in corrective action under the Student Code of Conduct or Human Resource policies. Visitors refusing to comply may be asked to leave campus.