



LICENSE AGREEMENT FOR CONFERENCE CENTER SPACE

This License Agreement (the "Agreement") is made and entered into this _____ day of _____, 201____, by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** (hereinafter, "GIT") and _____ located at _____ (hereinafter, "Licensee").

WITNESSETH:

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

WHEREAS, GIT 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.

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

- CONFERENCE CENTER SPACE.** The conference center covered by this temporary occupancy and use permit, or license, is the Georgia Tech Research Institute Conference Center (hereinafter, the "GTRI Conference Center") located at 250 14th Street NW, Atlanta, Georgia 30318 (hereinafter the "Building"). More particularly the GTRI Conference Center shall mean the space depicted in Exhibit A attached hereto and incorporated herein by this reference.
- TIME OF USE AND PREMISES.** The times during which Licensee shall be permitted to occupy, use and enjoy the GTRI Conference Center shall be as follows:

Date: _____
Time (including set-up and clean-up): _____
Name of Event (the "Event"): _____
Purpose of Event: _____

Room(s) (hereinafter the "Premises"):

- NO ASSIGNMENT.** The permit, use and occupancy provided for hereunder shall not be assigned by Licensee to any other corporation, association, person or entity whatsoever.
- CONDITION OF PREMISES.** Licensee shall not in any way injure, damage, mar or deface the Premises or the Building, 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 must remove from the Premises all equipment and any other items brought onto the Premises by Licensee, its employees, or agents and must leave the Premises in the same condition it existed prior to Licensee's use and occupancy. GIT shall, in its sole discretion, inspect the Premises with or without Licensee prior to and after Licensee's use and occupancy to establish the condition of the Premises.

5. **NO ALTERATIONS OR IMPROVEMENTS.** Licensee shall not make any alterations in or additions to the Premises.
6. **DAMAGES.** Licensee shall assume full responsibility and liability for any damage caused by Licensee, its invitees, agents, employees, or contractors, and GIT shall have the right to charge Licensee for any repairs to the Premises and Licensee shall immediately pay to GIT the requested sum(s).
7. **SERVICES FURNISHED BY GIT.** GIT shall furnish the following services, at its own cost and expense:
 - (a) Normal lighting of the Premises;
 - (b) Such heating and cooling for the Premises as, in the sole discretion of the GIT, is necessary for comfortable occupancy of the Premises; and
 - (c) Any GTRI Conference Center accessible toilet facilities, which are ancillary to the Premises, in a reasonably clean condition.

Notwithstanding the foregoing, GIT shall have no liability for interruption of or failure to supply the above services due to acts of God, strike, lockout, or other labor difficulty, breakdown, accident, repairs, alterations or improvements, applicable order of or applicable regulations of any public authority, failure of fuel supply or inability by the exercise of reasonable diligence to obtain fuel supplies or other services or necessary parts for repairs for the sources from which they are usually obtained or for any cause beyond the negligence of GIT. GIT shall not be obligated to provide any services other than those described above.

8. **PROPERTY OF LICENSEE.** All property brought onto the Premises by Licensee is the responsibility of Licensee and is at Licensee's sole risk. GIT shall not be responsible for such property nor liable for any damages or injury to Licensee, its employees, or agents in connection with the loss or damage of such property.
9. **INSURANCE.** Licensee 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. Licensee shall provide a Commercial General Liability Insurance Policy (2007 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 (including Host Liquor Liability)	\$1,000,000
Damage to Premises Rented to you	\$ 300,000 Any one premises
Personal & Advertising Injury	\$1,000,000 Any one person/organization
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

The policy shall cover the period of Licensee'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 the Board of Regents as additional insured. The insurance company must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Commercial General Liability Insurance must

provide primary limits over any other liability policy provided by the State of Georgia. Licensee shall furnish GIT's Events Coordinator with a certificate of insurance clearly evidencing such required insurance at least two (2) weeks prior to occupancy and use of the premises. Licensee shall not cancel or modify such insurance without first providing advance written notice to GIT.

10. **INDEMNIFICATION.** Licensee hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, defend, hold harmless, GIT, The Board of Regents of the University System of Georgia (the "Board of Regents"), 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 members, officers, employees, directors, and agents (hereinafter collectively referred to as "Indemnitees") of and from any and all claims, demands, rights, liabilities, damages, losses, costs, expenses, judgments or causes of action of whatever kind or nature arising from any and all known or unknown, foreseen or unforeseen loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, attorneys' fees, caused by, arising from, or otherwise occurring in connection with this Agreement and Licensee's occupancy and use of the Building and Premises, due to any act or omission (whether intentional or negligent) on the part of Licensee, its agents, employees, or others working at the direction of Licensee or on its behalf, or due to any breach of this Agreement by Licensee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation, including but not limited to: (a) any breach or alleged breach of Licensee's promises, covenants, agreements, and/or obligations as set forth herein; (b) any violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights or other intellectual property; (c) Licensee's failure to perform all obligations owed to Licensee's employees including any claim Licensee's employees might have or make for privilege, compensation or benefits under any employee benefit plan; and (d) any and all sums that are due and owing to the Internal Revenue Service for withholding, FICA and unemployment or other state and federal taxes. This indemnification extends to the successors and assigns of Licensee.

Licensee's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement by either party for any reason, including the dissolution or, to the extent allowed by law, the bankruptcy of Licensee. If and to the extent such damage or loss (including costs and expenses as covered by this indemnification) 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 of the Fund. This indemnification applies whether the activities involve third parties or employees or agents of the Licensee or of the Indemnitees. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, 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.

Licensee agrees to assume, at Licensee's sole expense, the defense of any claims, demands, suits, or actions based on or arising from the breach or alleged breach by Licensee of any of Licensee's promises, covenants, agreements and/or obligations under this Agreement, but acknowledges that GIT reserves the right to select counsel of its own choice, at its own expense, to defend any of the foregoing claims, demands, suits, or actions.

11. **INDEPENDENT CONTRACTORS.** Licensee is an independent contractor and shall not be deemed to be employed by GIT. Neither has the authority to bind the other to any third person or otherwise 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 GIT'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 GIT, and then only for the limited purpose stated in such authorization. Licensee shall assume full liability for any contracts or agreements Licensee enters into with third parties.
12. **ATTENDANCE OF GIT AND LICENSEE AT EVENT.** Licensee or a duly authorized representative of Licensee shall be in attendance on the Premises during Licensee's Event at the GTRI Conference Center. All applicable GIT employees, including but not limited to GTRI Conference Center Event Coordinator (or his or her

designee), GIT Campus Police, and others as deemed appropriate and necessary by GIT, shall have the right to enter any part of the Premises.

13. **COMPLIANCE WITH APPLICABLE LAW.** Licensee and all persons associated with Licensee in connection with the Event hereunder shall abide by, conform to, and comply with all applicable laws of the United States of America, the State of Georgia and all ordinances of the City of Atlanta and Fulton County and applicable policies, rules and regulations of GIT. Licensee shall not attempt to use any part of the Premises for any use or proposed use which will be contrary to law or be otherwise improper or detrimental to the reputation of GIT.
14. **NON-DISCRIMINATION.** Licensee shall not discriminate against any individual on the basis of age, race, color, religion, national origin, sex or disability. Further, Licensee agrees to comply with all non-discriminatory laws and policies to which GIT is subject.
15. **DISABILITY ACCOMODATIONS.** GIT shall provide accommodations for persons with disabilities as required by applicable law and Licensee shall abide by such accommodations. Licensee shall be responsible for and shall provide all fees and expenses for any accommodations required by Licensee in connection with its occupancy or use of the Premises per this Agreement beyond what is required by applicable law. GIT reserves the right to immediately cancel this Agreement due to Licensee's inability to provide accommodations beyond what is required by applicable law.
16. **HOUSE RULES.** Licensee shall comply with all applicable policies, rules and regulations which are adopted from time to time by GIT 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 GIT's policies and procedures.
17. **ALCOHOL POLICY.** At all times upon the Premises, Licensee shall comply with and shall enforce GIT's alcohol policy, all federal, state, and local laws regarding the use, possession and distribution of alcohol and shall insure that its agents, employees, and invitees comply with the same. Should Licensee wish to serve alcohol, Licensee must make arrangements with the GTRI Conference Center Events Coordinator at least two weeks prior to the Event. A copy of GIT's alcohol policy will be provided to the Licensee at that time. Upon GIT's approval, Licensee shall make arrangements with GIT's authorized designee and shall comply with and enforce GIT's alcohol policy, all federal, state and local laws regarding the use, possession and distribution of alcohol and shall ensure its employees, licensees, agents, consultants, contractor or suppliers comply with the same.
18. **TOBACCO AND SMOKE FREE CAMPUS POLICY.** Pursuant to Board of Regents Policy § 9.1.7, use of all forms of tobacco products on the campus of the Georgia Institute of Technology (hereinafter, "GIT 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 GIT's "Tobacco and Smoke Free" policy at all times during its temporary occupancy and use on or within the GIT Campus shall ensure its employees, licensees, agents, consultants, contractors or suppliers comply with the same.
19. **OCCUPANCY CAPACITY.** The maximum building occupancy capacity of the GTRI Conference Center is specified on Exhibit A, based upon room configuration. Licensee agrees not to exceed the maximum occupancy capacity. Licensee shall be responsible for any and all violations of the maximum occupancy capacity and all consequences thereof.
20. **COMPLIANCE WITH FIRE REGULATIONS.** Licensee shall not do anything or permit anything to be done in the Premises, or bring or keep anything therein which might increase the rate of the fire insurance on the Building or on the property kept therein or which might conflict with any statutes, ordinances, or regulations or any public authority, including 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 Building or any part thereof. Any use of fireworks or combustibles must be cleared with GIT and the Fire Marshal.

21. **NONASSIGNABILITY.** Licensee shall not transfer, delegate or assign any of its rights, duties or obligations under this Agreement regarding the permit, use and occupancy as provided herein nor sublet the Premises or any part thereof without the prior written consent of GIT. Except as provided herein, Licensee shall not permit the Premises or any part thereof to be used by others. There may be no substitutions for the Licensee without the prior written consent of GIT.
22. **USE OF GIT'S NAME, TRADEMARK, AND/OR LOGO.** All posters, advertising, verbal offerings, ticket sales, and other similar actions taken by Licensee shall in no way state or imply the support or sponsorship of GIT or the Board of Regents of the University System of Georgia without their express written permission. Failure by Licensee to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by GIT. Publicity for the Event hereunder must be submitted to the GTRI Conference Center Events Coordinator for approval prior to any distribution. GIT owns all right, title and interest in and to numerous names, brand names, designs, symbols, services marks, trademarks and logos (hereinafter "Marks") and the goodwill subsisting therein. Licensee shall not use such Marks except upon the express prior written permission of GIT's Office of Communications.
23. **FOOD SERVICE AT EVENT.** No food or beverages may be brought onto the Premises except by arrangement with the GTRI Conference Center Events Coordinator. Any such contract shall be directly between Licensee and such food/beverage vendor (but subject to the prior approval of GIT, which may be withheld in GIT's sole discretion), and GIT shall not have any liability under any such contract.
24. **TERMINATION:** GIT 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 fails to perform or comply with any of its promises, covenants, agreements and/or obligations herein or any of the conditions herein; and
 - (b) 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 GIT.

Upon the occurrence of a default or breach of this Agreement by Licensee, GIT 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 sixty (60) days written notice to the other party prior to the date of the Event as specified above.

25. **REMEDIES AND NO WAIVER.** All the rights and remedies of GIT 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. GIT shall have to the fullest extent permitted by law the right to enforce any rights or remedies separately or cumulatively. No failure by GIT to enforce any provision of this Agreement nor any waiver of any right by GIT, unless in writing, shall discharge or invalidate such provision or affect the right of GIT to enforce the same or any subsequent default or breach of such provision. The waiver by GIT of any default by Licensee shall not constitute a waiver of any other such default then or thereafter occurring, and GIT shall have the right at any time thereafter to avail itself of any and all available remedies. The failure of GIT 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 GIT 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.

32. **PARKING.** Licensee understands and agrees that parking facilities adjacent to or near the GTRI Conference Center are limited. The parking structure adjacent to the GTRI Conference Center shall be operated by the Georgia Institute of Technology Parking and Transportation Services (hereinafter "GIT Parking"). Charges for parking, if any, shall be determined by GIT Parking. Licensee is responsible for notifying Event attendees that they must park only on floors 4-6 of the parking structure or risk being ticketed by GIT Parking. GIT shall not be liable for any such tickets. No parking is permitted outside the Building.

33. **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.

34. **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.

35. **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits constitute the entire understanding and agreement between the parties concerning the Event and the services to be rendered hereunder, and supersede any and all prior written or oral understandings or agreements between the parties. Any conflict between this Agreement and the attached Exhibits or any other attached agreement or document shall be controlled by this Agreement. This Agreement may not be changed, altered, modified, or amended without the written consent of authorized representatives of both parties.

36. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia.

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

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
GTRI CONFERENCE CENTER SPACE

