

**STATE OF GEORGIA;  
 COUNTY OF CLARKE:**

**LICENSE AGREEMENT/PERMIT  
 (For Short Term Use of Campus Facilities)**

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, by and on behalf of the University of Georgia ("the Institution"), a unit of the University System of Georgia (hereinafter called "Owner") and \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter called "Permit Holder").

**WITNESSETH THAT:**

WHEREAS, the Permit Holder desires to temporarily occupy and utilize Owner's certain properties and facilities as hereinafter described; and

WHEREAS, Owner is willing to grant Permit Holder a revocable license for the temporary use and occupancy of said properties and facilities on a non-exclusive basis, but only upon the promises, covenants and agreements hereinafter set forth; and

WHEREAS, unless otherwise directed by Owner, the Institution shall perform, on the Owner's behalf, Owner's obligations and covenants, as set forth in this Agreement.

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

1. **Premises and Use Involved.** The premises covered by this Agreement is the facility and ancillary spaces located on the campus of the Owner more particularly identified in the Schedule of Licensed Premises below, collectively hereinafter "Licensed Premises" or "premises" with the permitted uses and the times during which the Permit Holder shall be permitted to occupy, use and enjoy the Licensed Premises outlined on Exhibits A, B, C, D, E, F, G and H, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of \_\_\_\_\_ ("Event") and none other.

**2. Schedule of Licensed Premises:**

Owner's Initials	<b>PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE</b>	<b>APPLICABLE EXHIBITS</b>	Permit Holder's Initials
	<b>A-1. GENERAL FACILITIES/SPACE:</b> Livestock Instructional Arena located at 2600 South Milledge Avenue, Athens, Georgia on the campus of the University of Georgia Date(s): _____ Times(s): _____ Purposes: _____	Exhibit A Exhibit B Exhibit C Exhibit D	

Owner's Initials	<b>PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE</b>	<b>APPLICABLE EXHIBITS</b>	Permit Holder's Initials
	<b>A-2. RESERVATION DETAILS</b> Areas of Arena Needed: _____  Estimated Number of People: _____ Estimated Number of Vehicles: _____ Estimated Number of Animals: _____ Special Requests: _____		

3. **Consideration.** In consideration of Owner's willingness for the Permit Holder to occupy, use and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of the Rental Fees, in addition to such other charges as outlined in the Summary of Fees below, such sums to be paid to Owner prior to the first use of the Premises, unless other arrangements are agreed to in writing. All checks should be made payable to the Institution.

4. **Summary of Fees:** *Not applicable to most UGA departments, clubs, or entities. However, damages or cleaning fees will be billed directly. Failure of student organizations to do so will result in revoked facility privileges in addition to charges.*

<b>DEPOSIT</b>	\$ 300.00 = \$ _____
<b>TOTAL FEES</b>	To be paid not later than: _____ \$ _____

5. **No Assignment.** The permit, use and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person or entity whatsoever.

6. **Parties' Representatives and Notice.** All notices required by this Agreement shall be mailed by email, mail, or hand delivered to the following representatives.

	<b>OWNER'S REPRESENTATIVE:</b>	<b>PERMIT HOLDER'S REPRESENTATIVE:</b>
Name:	Alexander Abrams	_____:
Address:	The University of Georgia ADS 425 River RD Athens, GA	_____ _____ _____
Telephone:	(706) 542 – 6527	(____) _____ - _____
Email:	abrams@uga.edu	

7. **Indemnification.** Permit Holder indemnifies and holds harmless the Owner, the Institution 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 Authority Liability Trust Fund, the State Employee Broad Form Liability 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.

8. **Insurance.** [insert appropriate language from last page of this document]

9. **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 the Owner to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall be made impossible by strike, riot, or other cause not within the control of the Owner, this contract shall stand canceled and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

10. **Stipulations and Exhibits.** The stipulations, provisions, covenants, agreements, terms and conditions, contained in the following exhibits attached hereto and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties hereto:

- Exhibit A General Provisions
- Exhibit B Programs Serving Minors
- Exhibit C Alcoholic Beverage Policy
- Exhibit D Premises Specific Provisions

11. **Parking.** Unless provided otherwise in this Agreement, Institution will not provide any guaranteed or reserved parking for the Event. Visitor parking on the Institution's campus will be available to Permit Holder on a parity basis with other visitors to the campus.

12. **Housing.** Unless provided otherwise in this Agreement, Permit Holder shall contract directly with the appropriate unit of the Institution for all overnight housing needs.

13. **Alcohol.** Permit Holder may serve or allow alcohol at the Event provided Permit Holder fully complies with the requirements of both Paragraph 7 above and Exhibit C.

14. **Tobacco Free Campus.** The University of Georgia is a tobacco free campus. Tobacco use is prohibited in all areas, including outdoor areas. More information is available at <http://uga.edu/tobacco-free/>.

15. **Non-Discrimination.** Permit Holder agrees, in accordance with applicable law and University of Georgia policy, that there shall be no discrimination on the basis of race, national origin, religion, creed, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, age, genetic information, disability or veteran's status as to any aspect of the activities contemplated herein.

16. **Weapons.** Possession of weapons on the University of Georgia campus is governed by Georgia law O.C.G.A. 16-11-127.1. Additional information may be found at: <https://www.police.uga.edu/crime-stats/weapons-on-campus-info-2>.

17. **Entire Agreement.** This Agreement 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 Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this license agreement to be signed as of the day and year first above-stated.

**PERMIT HOLDER**

**BOARD OF REGENTS OF THE UNIVERSITY  
SYSTEM OF GEORGIA, By and On Behalf of the  
University of Georgia**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Permit Holder's Federal Tax ID No.: \_\_\_\_\_.  
Or Individual Social Security No. \_\_\_\_\_.

# Rules & Regulations for Use of UGA Livestock Instructional Arena

*Upon reading, please sign and date to indicate that you understand and agree to these guidelines.*

## EXHIBIT A

### GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be governed by this Exhibit A and, if included, Exhibit E. The Licensed Premises is provided and is accepted by Permit Holder “as is, where is, and with all faults.” If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder.
2. Cancellation. If Permit Holder cancels this Agreement fourteen (14) days or more before the earliest reserved date, the deposit shall be refunded minus any direct costs incurred in preparation to fulfill Owner’s obligations under this Agreement. If Permit Holder cancels this Agreement less than fourteen (14) days of the earlier reserved date, Permit Holder shall forfeit any deposit paid.
3. Terms of Payment. For entities other than those within the University of Georgia, a \$300 deposit is due when the agreement is signed.. After the completion of the Event, a final bill summarizing all fees, charges, deposits and payments will be submitted to Permit Holder. Permit Holder shall pay Owner for all unpaid charges within thirty (30) days after receipt of the final bill.
4. 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 the Owner under this Agreement shall, at the option of the Owner, cease and be terminated upon written notice to the Permit Holder. In any case, all amounts owing to the Owner hereunder which are more than sixty (60) days past due shall be subject to a service charge of one and one-half percent (1½%) per month, constituting an annual rate of simple interest of eighteen percent (18%). Permit Holder shall reimburse the Owner for all collection costs, including professional and attorney’s fees and all 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, the Owner shall be entitled all costs and expenses of litigation, including attorney’s fees.
5. Taxes. Unless Permit Holder provides Owner with evidence of tax exempt status, Permit Holder shall be responsible for the payment of all local, state and federal taxes which may be imposed under this Agreement.
6. Sale of Food. Permit Holder is responsible for negotiating its own arrangements for food and beverages with either Campus Catering (706/583-0892) or an outside caterer. All such arrangements shall be handled via a separate contract.
7. Event Staffing: Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, security staff, stage hands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event.
8. Promotion and Publicity. Permit Holder shall not publicize the Event unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner. Publicity for the Event shall not imply any endorsement or sponsorship of the Event by the Owner or the Institution. Permit Holder is not authorized to use any trademarks, service marks, designs, slogans, trade names, logotypes and designations of origin representative of the Owner or the Institution without the express prior written consent of the respective party. Owner agrees that any revenues generated from radio and television broadcasting of the Event shall be for the account of Permit Holder. All such broadcasts, however, shall clearly indicate that neither the Owner nor the University of Georgia are a sponsor of the

event. In addition, any such broadcast of the Event must be pre-approved in writing by the Institution's division of Marketing and Communications (706/542-8083).

9. No Use of Owner'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 the Owner, the Institution, or the State of Georgia 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 the Owner.

10. 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 the Owner's prior written permission. Permit Holder shall not conduct any business activities within the premises without the Owner's prior written permission. The Event and Permit Holder's activities shall at all times remain subject to the Institution's Solicitation Policy, available at <http://policies.uga.edu/FA/nodes/view/772/Solicitation>.

11. 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. Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event.

12. Owner Access. Owner 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 hereinabove.

13. Owner's Right to Remove. The Owner reserves the right to remove any person or persons engaged in behavior that violates Institution policies or applicable laws from the premises and Permit Holder expressly waives any right to damages for such removal.

14. 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 are in or about the premises. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees. Clean-up following the Event shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal of any trash from the premises. **If any cleaning or damage repair is done by our facility staff, the organizations will be billed at a rate of \$25 per hour/person on their final invoice.**

15. Permit Holder's Property Brought Onto Licensed Premises. All property brought onto the premises by the Permit Holder, its members, participants, and invitees, shall be at the sole risk of the Permit Holder.

16. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.

17. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors while on Institution property, and to release the Owner and Institution from any liability in conjunction with use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit B.

18. 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 burning at all times during the Event. Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.

19. Compliance With All Applicable Laws, Rules and Regulations. Permit Holder agrees that every member connected with the Event shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.

20. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

## 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 the Institution's Policy for Programs and Activities Serving Minors. Such requirements include but are not necessarily limited to those listed below.
2. Duty of Care. Permit Holder shall operate such program/activity in a reasonably safe manner.
3. Forms. Permit Holder shall use all appropriate forms related the operation of the program/activity, which may include but are not necessarily limited to the following forms: parental consent, participant conduct agreement, medical information and release, medical treatment authorization, medical authorization to administer medication, media release, pickup authorization, and others.
4. Code of Conduct. Permit Holder shall require program/activity staff, including volunteers, to abide by a staff code of conduct.
5. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including screening via the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor participants. Permit Holder shall certify that that the background checks will, at a minimum, satisfy the requirements of the Institution's Human Resources Administrative Practice Manual ([HRAP](#)). Permit Holder shall notify and require all individuals who have undergone a background check to self-report any arrest, charge, or criminal conviction occurring after the date of the background check to the Permit Holder prior to returning to a Program/Activity. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks. Permit Holder shall, prior to the beginning of the Time of Use, provide to the Institution a certification that it has performed background checks in a manner consistent with the requirements above.
6. Supervision. Every minor participant must be properly supervised at all times 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. Please refer to the American Camp Association guidelines for supervision ratios ([www.acacamps.org](http://www.acacamps.org)).
7. Training. Permit Holder shall provide training to all program/activity staff and volunteers assisting with the program/activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury / illness, staff misconduct, and 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 and parents/guardians.
9. Reporting Obligations. Criminal activity should be reported immediately to the University of Georgia Police Department (UGAPD): 911(emergency) or 706-542-2200. Campus law enforcement professionals can assess the situation and determine what other notifications or actions, if any, 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 UGAPD and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 911(emergency) or 706-542-2200, and 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.

11. Registration. Permit Holder shall register its program/activity at: [programsforminors.uga.edu](http://programsforminors.uga.edu).

12. Responsibility. Permit Holder is responsible for reviewing and understanding all of the requirements of the Policy for Programs and Activities Serving Minors. Failure to abide by Institution's Policy may result in revocation of the Permit and/or a potential barring from future use of Institution's facilities as determined by Institution in its sole discretion.



## EXHIBIT C

### ALCOHOLIC BEVERAGE POLICY

#### EVENTS WHERE ALCOHOLIC BEVERAGES ARE SERVED OR PROVIDED – OUTSIDE ENTITIES

1. No one shall furnish or cause to be furnished any alcoholic beverage to any person under the legal drinking age of 21
2. The sale of alcohol (cash bars) is not allowed. Donations in exchange for alcoholic beverages are not allowed.
3. Advertisements for the event shall make no reference to alcohol.
4. No one shall furnish or cause to be furnished any alcoholic beverage to any person in a state of noticeable intoxication.
5. Permit Holder shall establish procedures to provide intoxicated participants or guests with a ride home.
6. Non-alcoholic beverages and appropriate amounts of food should be provided at events where alcohol is served.
7. There shall be no self-service of alcohol. Designated members or hired bartenders must serve alcoholic beverages in order to limit the size and number of drinks served and to identify those who are drinking too much.
8. Alcohol consumption must be discontinued at least one hour before an event is scheduled to end.

**EXHIBIT D**  
**PREMISES SPECIFIC PROVISIONS**

*Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated*

The primary purpose of the Livestock Instructional Arena (LIA) is to provide the facilities and environment for superior educational programs for the Animal and Dairy Science Department (ADS) of the College of Agricultural and Environment Sciences. This facility is designed to serve a wide range of departmental activities, many of which involve the use of live animals and hands-on instruction of undergraduate students, Georgia's 4-H/FFA, and adult agricultural education. The use of the LIA is limited to instructional and outreach activities of the College of Agricultural and Environmental Sciences, to Georgia affiliated Livestock Associations/ Organizations, and to 4-H and FFA. Other organizations may gain use with prior authorization.

The following policies regulate the use of the LIA.

1. Use of the LIA is primarily intended for undergraduate instruction. Priority will be given to the instructors of the ADS. Non-university events must be authorized through the ADS Department, the College of Agricultural and Environmental Sciences or the University of Georgia. Such requests must be submitted to the Contacts listed below for approval. The LIA coordinator will act as liaison to the Animal Science Department, provide access to renters, and evaluate clean-up of the facility. Reservation request form must be submitted by email, mail, fax or hand delivered to LIA coordinator. If form is not provided then it can be located at <http://www.caes.uga.edu/departments/animal-dairy-science/about/livestock-arena.html>
2. ADS retains the right to grant or deny rental requests to any organization.
3. Organizations/persons responsible for events that include livestock from outside the ADS must first obtain permission from the State Veterinarian prior to such events and must provide a copy of this permit to the LIA coordinator. A negative coggins test must accompany each horse. Health certificates must accompany any animals from out of state.
4. Organizations/persons using the facility will be solely responsible for their livestock during the event including receiving, feeding, watering and all other care.
5. Livestock from non-university groups will not be received more than one day prior to an event. Livestock will be removed no longer than one day past the end of the event.
6. The sale of glass-bottled drinks are prohibited.
7. No RV hookups are provided. Overnight stays are only allowed in self-sufficient units and only during an event or by permission of the LIA coordinator. Absolutely no waste shall be dumped on site.
8. Animal bedding must be provided by the organization/person using the LIA.
9. Speed limit of motorized vehicles not to exceed 5 mph. No dogs and/or pets allowed on the arena grounds at any time with the exception of service animals.
10. No cooking is permitted in the kitchen. This area is solely available for preparing and serving food and beverages. Cooking violates fire and health code regulations.
11. The reservation form must be submitted to the LIA coordinator prior to any event being placed on the Arena Calendar. Non-University organizations must submit a \$300.00 reservation deposit at the time of reservation in order to confirm a reservation. The LIA reserves the right to retain the reservation deposit if facility inspection reveals damage or the lack of cleanliness. If the event is cancelled and the renter fails to contact the LIA coordinator 14 days or more prior to the event, the LIA may retain the \$300.00 deposit.

11. Set-up and takedown of tables, panels and equipment are the responsibility of the organization/ person using the LIA. Additional charges at \$25/hour will apply for setup, event maintenance or cleanup if needed. Hourly labor charges will be paid immediately following the completion of the event.
12. Do not remove tables and chairs from the classroom and conference room.

### **Clean-Up Check List**

***\*\*\* In order to obtain reservation deposit after the completion of the event, please observe and complete the following:***

- All tables, chairs, or other items obtained from storage rooms or inside the building need to be placed back where they were found.
- All P.A. equipment belonging to the Arena needs to be returned to the LIA coordinator or a designated area.
- All livestock or horse housing area/stalls/tie outs need to be thoroughly cleaned as soon as possible after the completion of the event.
- The kitchen counter, other kitchen surfaces, and dish wares need to be cleaned up. The trash needs to be removed from the building and placed in the dumpster. The floor needs to be moped.
- Any spills or marks left on the floor, walls, or classroom tables need to be cleaned.
- All concrete surfaces underneath arena need to be swept immediately following the completion of the event.
- Any manure needs to be picked up from the parking lots and the drive around arena and put in the manure bin.
- Wash racks should be cleaned and washed down.
- All trash collected in cans or any trash on the grounds needs to be picked up and put in the dumpster.

***\*\*\*\* If your event did not use a certain area of the facility (example: the kitchen or classroom) then it does not require cleaning.***

12. The University of Georgia supports animal well-being and care. Please refer to the Animal Welfare Act (<http://awic.nal.usda.gov/government-and-professional-resources/federal-laws/animal-welfare-act>). Any animal welfare issues will be evaluated by the University's Animal Care and Use Committee. The LIA reserves the right to void any contract with no refund if any animal welfare issue is determined.

## **INSURANCE PROVISIONS:**

The unit shall conduct a risk-based assessment of whether insurance is necessary and appropriate. If insurance is necessary and appropriate, the unit shall determine the type of policy (CGL/umbrella or event liability) as well as the limits for the policy.

### **Option 1 – CGL Policy**

Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

<i>Coverage</i>	<i>Limit</i>
1. Personal Injury and Advertising	\$1,000,000 per Occurrence
2. Contractual	\$1,000,000 per Occurrence
3. Fire Legal	\$1,000,000 per Occurrence
4. General Aggregate	\$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000 per occurrence.

The policies shall cover the period of Permit Holder's occupancy and use of the premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

**Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.**

### **Option 2 – Event Liability Policy**

Permit Holder shall, at its own cost and expense, obtain and maintain a special event liability policy with a combined single limit of no less than \$1,000,000. If Permit Holder will serve or allow alcohol at the Event, the policy shall include liquor liability.

The policies shall cover the period of Permit Holder's occupancy and use of the premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

**Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.**

### **Option 3 – Insurance Not Required**

Permit Holder is not required to obtain insurance.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_