STATE OF GEORGIA
COUNTY OF FULTON

LICENSE AGREEMENT – THE HISTORIC ACADEMY OF MEDICINE

This agreement made and entered into this ______day of ________, 20__, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of The Historic Academy of Medicine at Georgia Tech (“The Academy”) at 875 W. Peachtree Street, NW, Atlanta, GA, 30309 (“Owner”) and

Name:  
Company/Affiliation:  
Address:  
Phone:  
Fax:  
E-mail:  

(herinafter called "Permit Holder").

W I T N E S S E T H T H A T:

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

WHEREAS, Owner 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:

1. **Premises Involved.** The premises covered by this temporary occupancy and use permit, or license is the facility and ancillary spaces in The Historic Academy of Medicine at Georgia Tech (hereinafter referred to as “The Academy” and/or “Premises”) at 875 W. Peachtree Street, NW, Atlanta, GA, 30309. More particularly the term "Premises" as used herein shall mean the specific space outlined on Exhibit A, attached hereto and incorporated herein by reference, and shall be delivered to Permit Holder in “as-is” condition.

2. **Time of Use.** The times during which the Permit Holder shall be permitted to occupy, use and enjoy the above-described Premises are outlined on Exhibit A, attached hereto and incorporated herein by reference.

3. **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 fees and other charges as outlined in Exhibit A, such sum to be paid to Owner through the President of the Georgia Institute of Technology on or before ______ as provided in Exhibit A. All checks should be made payable to the Georgia Institute of Technology.

4. **Use.** The permit given by these presents is for the purpose of _______________________________  
_________________________________________________________  ("Event") and none other.
Permit Holder shall not permit any waste on the Premises nor use the Premises in any way which would, in the reasonable opinion of Owner, be extra hazardous or cause to increase or void the fire insurance coverage Owner may hold.

5. **Nonassignability.** 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. **Indemnification.** Permit Holder agrees to indemnify and save Owner harmless from and against any and all liability or loss due to death or personal injury to any person, or from damage to the property of either the Owner or any other person or corporation arising from or out of Permit Holder’s temporary occupancy and use of the Premises. Owner shall not be liable to Permit Holder in damages or otherwise for injury or loss suffered by any person arising from any defect in construction, maintenance or operation of the Premises. This section shall survive any termination or expiration of this Agreement.

7. **Insurance.** Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (1996 ISO Occurrence Form or equivalent) which shall include, but not be limited to, coverage for bodily injury and property damage arising from Premises and operations, including products and completed operations, personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

   1. Premises and Operations $1,000,000 per occurrence
   2. Products and Completed Operations $1,000,000 per occurrence
   3. Personal & Advertising Injury $1,000,000 per occurrence
   4. Contractual $1,000,000 per occurrence
   5. 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 Board of Regents as additional insured, 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.). The CGL must provide primary limits over any other liability policy provided by the State of Georgia for any claim not covered by the Tort Claims Act. However, the CGL Policy must indemnify the State for any claims covered by the Georgia Tort Claims Act.

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 not cancellable 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 License Agreement. Permit Holder’s failure to obtain and furnish evidence of the required insurance shall constitute default.

8. **Termination.** Owner may terminate this Agreement immediately by written notice to Permit Holder if Permit Holder is in default or breach of any provision of this Agreement.

9. **Notices.** Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization, or other information is proper or required to be provided by either party, such notice, consent, approval, authorization or other information shall be deemed
sufficiently given if in writing and personally delivered, sent by regular U.S. mail, facsimile, reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested and with all postage prepaid, addressed as follows:

If to Owner:
   Event Coordinator
   Historic Academy of Medicine
   350 Ferst Drive N.W.
   Atlanta, GA 30332-0148
   Facsimile: 404-894-3888

If to Permit Holder:  Name of Contact Person: __________________________
                      Title:  _________________________________________
                      Name of Organization:  ___________________________
                      Address:  ______________________________________
                                      __________________________
                      Facsimile:  ______________________________________

or other such addresses as the parties may from time to time designate by written notice.

10. 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 Event(s) 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.

11. Waiver. The waiver by GIT of any breach of any provision contained in this License shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this License. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

12. Amendments in Writing. No amendments to this License shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

13. Headings. The paragraph headings used in this License are for reference purposes only and shall not be deemed a part of this License.

14. Governing Law. This License shall be governed in all respects by the laws of the State of Georgia.

15. Taxes. Permit Holder shall pay all taxes lawfully imposed upon it resulting from this License or Permit Holder’s use hereunder. GIT shall pay all taxes lawfully imposed upon it resulting from this License and GIT’s obligations hereunder. GIT makes no representation whatsoever as to the liability or exemption from liability of Permit Holder for any taxes imposed by any taxing authority.

16. Additional Stipulations. The following stipulations, provisions, covenants, agreements,
terms and conditions, policies, rules and regulations marked EXHIBIT “A” and attached to this agreement, are expressly understood and are mutually agreed to by the parties hereto and are hereby incorporated herein and made a part of this agreement by this reference.

17. **Entire Agreement.** This License constitutes the entire agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. Neither party has relied on any representation, promise or inducement not contained herein.

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

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<tr>
<th>PERMIT HOLDER</th>
<th>BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA</th>
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<tr>
<td>By:__________________</td>
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<td>Printed Name:</td>
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EXHIBIT A

The Historic Academy of Medicine at Georgia Tech (“The Academy”) at 875 W. Peachtree Street, NW, Atlanta, GA, 30309 has been reserved for:

Permit Holder Name: 
Company/Affiliation: 
Address: 
Phone: 
Fax: 
E-mail: 
Event DATE: 
Set-up Start Time: Clean-up End Time: 
Event Start Time: Event End Time: 
Event Type: 
Estimated Number of Guests: 
Room(s) Reserved: 

Dates and Times of Authorized Use. Permit Holder shall be authorized to use the Premises during the following dates and times:___________________________________________________.

Fee(s)/Payment Terms:

License Fee - Rate: $_________ 
Valet: $_________ N/A 
Security: $_________ N/A 
Damage Deposit: $_________ N/A Due Date: 

Total Amount Due: $_____________________
Deposit Due: $_________ 
Balance Due: $_________ Balance Due Date: 

Deposit. A deposit in the amount of __________________ Dollars ($_______) is due at the time the signed contract is returned to the Event Coordinator. A reservation is not guaranteed until the Owner receives a completed reservation form, a signed License Agreement, and the deposit. The Owner is unable to hold dates, and reservations are issued to the first party prepared to complete the reservation form and submit a fully executed License Agreement which are required steps to guarantee their reservation.

In addition to the license fee due, a $_________ damage deposit is due on ______. If a damage deposit is required, the full amount will be refunded to you unless damage occurs during your event, as determined on the damage report, or unless further payment is needed for rehearsal, cleaning, etc. as further described. Credit card is the preferred method of damage deposit payment.

Payment. Final payment for the remaining balance of_________ is due by _________. The Owner cannot arrange for billing. Failure to submit payment on time will void this agreement and the date may be re-booked to another party without refund of your deposit, unless previous agreements have been made in writing with the Event Coordinator for the Premises. If you cancel
your event for any reason, you must notify the Event Coordinator in writing that you wish for us to re-book that date. The deposit will be refunded only if the Premises are re-booked for the period at the same rate. Acceptable methods of payment are cash, check, and credit cards (Visa and MasterCard). Please include the invoice number on all payments. **All checks should be made payable to the Georgia Institute of Technology.** Permit Holder shall pay Owner for all unpaid charges within thirty (30) days after receipt of the final invoice.

**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.

**Cancellation.** If Permit Holder cancels this agreement Sixty (60) days or more before the earliest reserved date, it shall forfeit any deposit paid and be liable to Owner for direct costs incurred in preparation to fulfill Owner’s obligations under this agreement. If Permit Holder cancels this Agreement within ninety (90) days of the earlier reserved date, Permit Holder shall forfeit any deposit paid and agrees to pay said direct costs and liquidated damages for its lost business opportunity at a rate of 50% of Deposit due.

**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 notice to the Permit Holder. In any case, all amounts owed 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 (1.5%) per month, constituting an annual percentage rate of eighteen percent (18%). Permit Holder shall reimburse the Owner 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 legal action is instituted to enforce compliance with this agreement, the Owner shall be entitled to all costs and expenses of litigation, including attorney’s fees.

**Contact Information.**

Permit Holder's Representative:

Event Coordinator:

**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 the Owner prior to the Event(s).

**Owner Access.** Owner shall have access to the Academy at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.

**Owner’s Right to Remove.** The Owner 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.
**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(s) shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal of any trash from the floors of the Premises, lobby, porch and outside grounds. With prior arrangements, clean-up can be handled by the Owner’s staff and paid for by the Permit Holder.

**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. The Owner shall not be responsible for such property or liable for any damages or injury to Permit Holder, its agents or employees.

**No Alterations or Improvements.** Permit Holder shall make no alterations in or additions to the Premises.

**Compliance with No Smoking Policy.** Premises are designated as a no smoking facility and Permit Holder agrees to enforce such policy.

**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(s). 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.

**Attendance of Owner Representative and Permit Holder.** Permit Holder or a duly authorized representative of Permit Holder shall be in attendance on the Premises when the doors are opened and throughout each Event.

**Compliance with Applicable Laws.** Permit Holder and all contractors, guests or invitees associated with Permit Holder in connection with the Event(s) 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 Owner. Permit Holder shall provide accommodations for persons with disabilities as required by applicable law and shall be responsible for and shall provide all fees and expenses for any accommodations required. Permit Holder 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 Owner.

**Non Discrimination.** Permit Holder 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 Owner is subject.

**Compliance with Owner Policies.** Permit Holder shall comply with all applicable policies, rules and regulations which are adopted from time to time by Owner for the general and uniform application regarding the operation and care of the Premises.

**Capacity.** The maximum building occupancy capacity of the Premises is 300 people. Permit Holder agrees not to exceed the maximum occupancy capacity. Permit Holder shall be
responsible for any and all violations of the maximum occupancy capacity and all consequences thereof.

Event Checklist

The comprehensive check-list is meant for the protection of the Permit Holder, to ensure that the Permit Holder has a complete understanding of the abilities and limitations of the Owner for planning purposes. Please read and initial next to each provision listed indicating that you understand each policy. Failure to read and understand these policies does not relieve you of responsibility. Please ask for clarification of questionable items.

____ Included in your license fee of _________ is our current inventory of all tables, chairs, easels, flip charts, and audio-visual equipment. The Event Coordinator will provide set-up and breakdown of requested Academy inventory based on approved diagram. Please refer to our current inventory list to confirm items available for use during your event. We reserve the right to change layouts to protect the building. You are responsible for providing all glassware, linens, serving items, china, candles, and decorations. Your Rental Company or caterer is responsible for the set-up and breakdown of rental items.

___ Special care is required during setup and breakdown of tables, chairs, instruments, plants, etc. Please caution your vendors against dragging items across the floors, as damage can be severe. The Owner’s maintenance personnel should perform all changes to furniture and audio-visual set up whenever possible. To prevent dragging, two individuals should perform any movement of furniture and equipment. Damage to the floors beyond basic wear-and-tear will be deducted from your damage deposit. For example, scuffs and dirt are basic wear; gouges in the surface are not.

___ Caterers must be selected from the Owner’s preferred list of caterers. No forms of “take-out” or self-prepared foods are allowed on the Premises. Absolutely no food is allowed to be dropped off without a caterer present. The caterer MUST stay through the entire event.

_____ All floral designers, entertainers, and other vendors contracted by Permit Holder must present proof of liability insurance. Insurance certificates are due 30 days before your event. Obtaining licensing and all fees are the responsibility of the Permit Holder. Caterers are responsible for all materials and personnel brought into the facility. No equipment or items may be left on the property after an event.

_____ The Owner is not responsible for any lost or stolen equipment or any other property belonging to the caterer/vendor or Permit Holder. Any items left for more than one week will be deemed to be abandoned and will be disposed of at the discretion of the Owner.

_____ It is the responsibility of the Permit Holder to ensure that your caterer understands they are responsible for cleaning the kitchen following an event. This includes cleaning sinks, counters, oven, refrigerator; sweeping/mopping floors; and taking all trash, including any paper or disposable serving items, plates or napkins used during your event to the dumpster. If the kitchen is not left in a clean and orderly state, you will be charged a $350.00 cleaning fee which may be deducted from your damage deposit.

_____ All arrangements for deliveries and arrival times of vendors must be approved in advance with the Event Coordinator. Any unscheduled deliveries or pickups will be refused or denied. The Owner’s staff is unable to handle unscheduled vendors. If personal property and/or rental items left in the building prevent Owner from cleaning the Premises, you will be charged for additional cleaning time. The actual charges will be deducted from your damage deposit for additional time worked due to leftover personal property and/or rental items or damage. If items are left, the
Permit Holder will be charged $50.00 per day storage fee from their damage deposit.

Before departing, all vendors are responsible for checking out with Event Coordinator and completing an event checklist.

Your booking time includes set-up time for caterers and other vendors. Please work with your vendors to determine adequate preparation time. They will not be allowed in the facility before your booking time begins. If Permit Holder requires additional time, this must be arranged in advance with the Event Coordinator at the time your reservation is made. Additional fees of ___ will apply.

Complete Beverage Systems Inc. holds the liquor license for the Academy and must manage any alcohol service. All beer, wine, and liquor service must be supplied through Complete Beverage Services; no outside alcoholic beverages can be brought onto the property. At all times upon the Premises, Permit Holder 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.

Georgia Tech Police Officers are required at any event that serves alcoholic beverages. Additionally Georgia Tech Police Officers or KS1 Security Officers are required for events in excess of 100 or events ending after 10:00 PM. The Event Coordinator can secure this presence, however payments due for such security will be the responsibility of the Permit Holder. We will not be serving alcoholic beverages.

The Academy has a limited number of parking spaces available. Valet parking service is mandatory for all events with an estimated guest count equal to or higher than 100. The Event Coordinator can secure valet service, though payment will be the responsibility of the Permit Holder. If additional off-site parking is required, there will be an additional charge of $______ for arranging additional spaces and shuttle service.

Please keep in mind that the Academy is a NON-SMOKING facility. Please notify your guests of the designated smoking areas outside of the facility.

The Event Coordinator or his/her designee must approve all decorations. All decorations must be removed at the end of a function. Our maintenance personnel will remove any decorations that remain, and the cost of the labor will be deducted from your damage deposit at a rate of $100 per hour. The following guidelines apply:

- Decorations may not be attached in any way to the surface or the walls of the facility
- Flyers/posters may not be placed on doors, windows or walls.
- Permanent artwork must remain on walls.
- Candles and any open flame illumination must be covered and approved by the Owner.
- Throwing of rice, confetti, birdseed, or other materials inside or on the grounds of the Academy is strictly prohibited (this includes metallic confetti or glitter-like products scattered on the guest tables or buffets)
- Clean-up and removal of any of these items is the responsibility of the Permit Holder.

The Owner is willing to provide use of the baby grand piano in the rotunda hall as part of the license upon approval of the Owner. Tuning is recommended, and you are responsible for all fees related to this service, and making arrangements for the service using our approved vendor at a mutually agreed-upon date with the Event Coordinator.

All music levels must conform to the standard county and residential codes. All outdoor
music must end by 11:00 p.m., and outdoor music is limited to a maximum three string or woodwind instruments. Indoor music must be contained indoors – i.e. front doors must remain closed when music is playing.

_____ A copy of the invitation and/or any announcement for the event must be approved by the Academy Event Coordinator prior to distribution. The Permit Holder agrees to make all reasonable changes to the copy as requested by the Event Coordinator. Under no circumstance can the Academy telephone number be printed on invitations or announcements.

_____ The Permit Holder agrees that the Owner can use photos and video of this event at no cost or fee for promotional and advertising purposes.

The Event Coordinator is pleased to show the facility to vendors associated with your event. An appointment is necessary and may be made by calling (404) 894-1414.