

Lanier Technical College

Use of Campus Facilities

Rental Policy

Purpose: To allow our facilities to be made available for community and civic functions that promotes the interests of Lanier Technical College and serves to enhance our relationship with the community.

Frequently, businesses and industries, as well as public and private organizations, request usage of Lanier Technical College's lecture hall, classrooms, and laboratories. Often, they expect to use Lanier Technical College's audiovisuals and/or computer equipment. In many cases, the security and/or maintenance staff must work additional hours to accommodate the renter. Extra charges will be incurred to cover maintenance staff needed to work additional hours and for security. A charge of \$23 per hour will be added to the rental fees for security to work the event. If rental fees are waived by the President, security fees will still be charged.

The President of Lanier Technical College has the authority to grant approval of the request, but may not exercise his discretion in a manner that discriminates based on the type of group seeking to use campus facilities. The President may require a non-governmental organization obtain liability insurance coverage that additionally insures the Department of Technical and Adult Education, including Lanier Technical College and its employees, against any and all liabilities and claims that may arise out of the organization's use of the facility.

Procedure:

Lanier Technical College Use of Campus Facilities Rental Policy:

- Lanier Technical College's activities will be given first priority in scheduling facility use.
- Reservations of facilities will not be taken more than 90 days in advance of the time the facility is needed.
- In addition to the rental charges, Security and Maintenance charges may be added.
- We encourage use of our facilities between quarters. Parking is a problem when classes are in session.
- Facilities will not be rented on Sundays or holidays.
- Rental charge may be waived at the discretion of the President prior to the event.
- Rental charges are as follows:

<u>Rental Day</u>	<u>Lecture Hall</u>	<u>Classroom</u>	<u>Labs</u>
Monday – Thursday	\$500	\$250	\$500
Friday/Saturday	\$1,000	\$500	\$1,000

STATE OF GEORGIA
COUNTY OF HALL

LICENSE AGREEMENT COVERING THE USE OF

AT LANIER TECHNICAL COLLEGE

THIS AGREEMENT, entered into the ____ day of _____, by and between Lanier Technical College, whose address is 2990 Landrum Education Drive, Oakwood, Georgia, 30566 herein-after referred to as “Licensor”, and _____

Whose address is _____ (street) _____ (city),
Georgia _____ (zip code) herein after referred to as “Licensee.”

WITNESSETH THAT:

IN CONSIDERATION of the mutual agreements set forth in this Agreement:

A. Grant of License: Licensor grants to Licensee, and Licensee hereby accepts and agrees to exercise, a license to and for the use of the Licensed Facilities at Lanier Technical College, _____ (city), Georgia, made available

To Licensee for the times and periods which are described in Paragraph A.3 (hereinafter collectively referred to as the “facilities”).

A.1. Licensed Facilities: Licensee shall have access to and use of the following area(s) of said Facilities:

Campus: _____

Conference Room/Lecture Hall: _____

Classrooms: _____

Laboratory: _____

Other: _____

A.2. Purpose. The license is granted, and Licensee shall have access to said facilities and shall use the facilities solely for the purpose of conducting the following activities:

(a) Use: _____

A.3. License Period and Fees: The license is granted to Licensee for a period:

(a) Beginning at _____ clock a. m., on the ____ day of _____, and ending at _____ 0'clock p.m. on _____. [Multiple days and/or days with differing hours of license period should be listed in a similar fashion and attached as Exhibit B to this Agreement.]

(b) Licensee agrees to pay to Licensor the total fixed amount of \$ _____ for the use of said facilities at the execution of the Agreement, and \$ 23.00 per hour for security payable in thirty (30) days after use of said facilities.

(c) Licensee will be responsible for damages to the Licensed Facilities beyond normal wear and tear. Do not tape anything to the walls, nor on the floor.

(d) Food is not allowed to be consumed in the said facilities. A Student Center is available for the consumption of food and drink.

(e) Security Deposit: A Security Deposit is/**is not** (circle one) required of Licensee in the amount of \$ _____ and is due at the signing of this License Agreement. This Security Deposit will be maintained to cover any damages beyond normal wear and tear to the Licensed Facilities and equipment. If no damages occur, Security Deposit will be refunded in full.

(f) Cancellation Policy: Cancellation of this License Agreement by Licensee more than 30 days prior to the beginning of the license period is allowed and Licensee will be refunded all monies and deposits paid, less a \$ _____ administrative fee. Cancellation of this License Agreement by Licensee less than 30 days but more than 7 days prior to the beginning of the license period is allowed and Licensee will be refunded all monies and deposits paid, less a \$ _____ fee to cover administration and potential loss of use. Cancellation of this License Agreement by Licensee less than 7 days prior to the beginning of the license period will incur a charge of _____% of the total rental and other fees. Cancellations occurring on the day of the event will incur a charge of 100% of the rental and other fees.

A.4. Indemnity: Licensee, in using Licensor's facilities, assumes full responsibility for any and all claims arising out of Licensee's use of said facilities for personal injury, loss of life,

theft, damages, or otherwise, and waives, releases, and agrees to indemnity and save harmless Licensors and its respective officers, employees, and agents from all liabilities, and the cost and expense of defending all claims of liability, arising out of Licensee's use of said facilities to the extent permitted under Georgia law.

B. Notice: Written notices under this Agreement shall be given by first class mail, addressed to Licensors:

Lanier Technical College

And, in the case of Licensee:

C. The parties acknowledge and agree that neither party shall discriminate against person(s) on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age, political affiliation or belief, genetic information, disabled veteran, veteran of the Vietnam Era, or citizenship status (except in those special circumstances permitted or mandated by law).

D. Alcoholic Beverages are specifically prohibited on this campus, **No Exceptions**.

E. Entire Agreement: This Agreement consists of (i) this License Agreement, and (ii) the Terms and Conditions of License Agreement, attached hereto as Exhibit "A" and made a part hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused it to be signed by their representatives on the day and date first set out above.

LICENSOR:

By: _____/s/

(Signature of Authorized Representative)

OF LANIER TECHNICAL COLLEGE

(Print or Type Name of Authorized Representative)

Title or Position: _____

LICENSEE:

_____ (Print or Type Name of Licensor)

By: _____/s/
(Signature of Authorized Representative)

(Print or Type Name of Authorized Representative)

Title or Position: _____

ACKNOWLEDGEMENT:

Licensee hereby acknowledges receipt of a copy of the Terms, Conditions, Rules and Regulations this _____ day of _____, 20 __, and hereby accepts and agrees to abide by said terms, conditions, rules and regulations.

BY: _____/s/
(Signature of Authorized Representative of Licensee)

EXHIBIT "A"

TERMS, CONDITIONS, RULES AND REGULATIONS OF THE
_____ of Lanier Technical College

1. Scope of License:

1.1 Period. The license is granted for each of the facilities for the full License Period. However, if a lesser period is stated for any particularly listed facility or building, the stated period is the License Period for that facility.

1.2 Other Uses. Licensor may permit others (i) to obtain access to the Licensed Facilities, (ii) to use the Licensed Facilities listed in Paragraph A.3 at times other than that for which a license is granted to Licensee. However, no other permitted access or use during the License

Period will unreasonably interfere with Licensee's operations in the Licensed Facilities during the License Period. Licensee shall not unreasonably interfere with any other permitted access or use. Licensee shall comply with Licensors' directives issued for the purpose of ensuring that concurrent uses of the Licensed Facilities by Licensee and other users do not disrupt their respective operations in the Licensed Facilities.

1.3 Common Areas. Common areas of the Licensed Facilities, including the parking area, entrance, lobby, restrooms, hallways, and atrium, which are made available to Licensee, may also be made available by Licensors for concurrent access and use by others. However, Licensors shall coordinate and schedule Licensee's access and use of common areas of the Licensed Facilities and access and use by others so that Licensee and each other user are able to achieve the permitted purposes of their respective activities within the Licensed Facilities without undue or unreasonable disruption. Licensee shall comply with Licensors' coordination and scheduling directives issued for this purpose.

2. Fees and Charges for Licensors' Services.

2.1 If upon Licensee's request, or the request of Licensee's representative, Licensors provides goods or services other than those stated herein; Licensee shall pay for such additional items at Licensors' then prevailing rates. Upon request at the time of Licensee's order for additional items, Licensors shall provide the applicable rates and shall not charge in excess of the quoted rates.

3. Relative Rights of Licensors and Licensee Concerning Goods and Services.

3.1 Exclusive Services. Licensors has the exclusive right to dispense, by give, sale, or otherwise, all food, beverage or other consumable products at the Licensed Facilities. Licensee shall not dispense or bring into the Licensed Facilities any of those items. Alcoholic beverages are prohibited at all times.

3.2 Licensee's Rights to Provide Goods and Services. Licensee may provide within the facilities listed in Paragraph A.3. all goods and services appropriate to its permitted use except Exclusive Service listed above.

4. Conditions of Facilities, Staffing and Security.

4.1 General Obligations. The facilities are made available to Licensee shall be in substantially the same condition as it exists on the date of the License Agreement.

4.2 Legal Compliance. The facilities, as made available to Licensee, shall be in compliance with all governmental requirements, including Americans with Disabilities Act [ADA], fire, health, and safety codes applicable to Licensor. Licensor strives to accommodate persons with disabilities and relies on those with disabilities or others concerned for suggestions, or to alert them to barriers to access.

4.3 Staffing. If Licensor determines that a member (s) of its staff must be present, then Licensee shall reimburse Licensor after Licensee's use for the cost of such staff member(s). (See Schedule of Pay Rates, attached as EXHIBIT "A").

4.4 Security. Upon request, Licensor may arrange for security personnel. If so requested or if Licensor determines security personnel are required, which would not otherwise be required, Licensee shall reimburse Licensor for the cost of security personnel.

5. Operations under License.

5.1 Licensor. Licensor retains, and Licensee may not interfere with Licensor's:

- a. Access to the facilities at all times to exercise its rights or responsibilities.
- b. The right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Licensed Facilities.
- c. The right, if Licensee fails to do so, to remove any person who fails to comply with the rules and regulations of the Licensed Facilities or whose removal from the facilities the Licensor in good faith believes is necessary for the safe and orderly operation of the Licensed Facilities.

5.2 Licensee shall:

- a. Use the facilities in a safe and orderly manner.
- b. Comply with Licensor's regulations and directives governing the safe and orderly operation of the Licensed Facilities.
- c. Conform to all governmental statutes, regulations, ordinances and directives.
- d. Be responsible for the safety of all Licensees' temporary property.
- e. Obtain all licenses and pay all royalties and artists fees, necessary to use any patented or copyrighted matter or any trade name.

- f. Not in any way damage, deface, or alter the Common Areas or Licensed Facilities.
- g. Not affix any signs, advertisements or notices to the facilities or Licensed Facilities, inside or outside, or attached to any part thereof, without the Licensor's consent.
- h. Not fasten any article, tape, drill holes, drive nails, or screws in the walls, floors, woodwork, or partitions; nor shall Licensee paint or spray paint the walls, floors, woodwork or partitions; without the consent of Licensor.

6. Duties at end of License Period.

6.1 Duty to Vacate. By the end of the License Period, Licensee shall have vacated the facilities, leaving them in the same condition as originally furnished, normal wear and tear only expected.

6.2 Failure to Vacate. If Licensee fails to vacate the facilities by the end of the License Period or if Licensee fails to maintain an orderly and timely sequence of work to do so, then Licensor may remove all property brought into the facilities and Licensed Facilities by Licensee and to restore the facilities. Any property removed by Licensor may be stored or delivered to Licensee or treated as abandoned property and accordingly disposed of. Licensor is not liable for any damage to or loss of such property which occurs in the course of such removal, storage, delivery, or disposal. Licensee shall pay to Licensor all costs incurred by Licensor in effecting removal, storage, delivery, or disposal, and restoring the facilities. In addition, unless Licensee's failure to vacate and restore the facilities is due to any Act of God, national emergency, riot, or by governmental directive to the Licensor, Licensee shall be liable to Licensor for any loss suffered by Licensor if a person who has the right to use the facilities is materially delayed or impaired in its access or use by Licensee's failure to vacate the facilities.

7. Insurance and Indemnity

7.1 Licensee and Other Property. Licensee shall maintain insurance as Licensee deems advisable protecting against loss of or damage to property brought into the facilities by Licensee, and shall require all persons admitted to the facilities by Licensee to maintain such insurance as those persons deem advisable protecting against loss of or damage to property brought into the facilities by those persons. **However, Licensor may require Licensee to obtain and present certification of public liability or other insurance for the License Period.** Licensor shall have

no liability for any damage to or loss of property brought in the facilities by Licensee or by persons admitted to the facilities by Licensee. Licensee shall look solely to such insurance as Licensee elects to obtain and shall require each person admitted to the facilities to look solely to such insurance as Licensee may elect to obtain for protection against loss of or damage to such property. To the extent permitted under Georgia law, Licensee waives, releases and agrees to indemnify and save the Licensor and its respective officers, employees and agents harmless from all liabilities, and the cost and expense of defending all claims of liability, for any loss (from theft or otherwise) of or damage to (i) property brought into the facilities by Licensee or (ii) to property brought into the facilities by any person admitted to the facilities by Licensee or (iii) to property of others as the result of the negligent or wrongful act or omission of Licensee or any person admitted to the facilities by Licensee, in each case ((items (i) through (iii))), regardless whether Licensee's negligent or wrongful act or omission caused, contributed to or aggravated the loss or damage, and regardless of where such loss or damage occurs.

8. Assignment; Binding Effect.

8.1 By Licensee: Licensee shall not assign the License Agreement or sublicense the license for any facilities as a whole, or in part without the prior written approval of Licensor. Licensor may sell or otherwise grant to others permission to enter or to use the facilities on terms consistent with the License Agreement between Licensor and Licensee.

8.2 By Licensor: Licensor may assign any of its rights or duties upon notice to Licensee, but any such assignment shall bind the assignee to the License Agreement between Licensor and Licensee.

8.3 Binding Effect on Licensee: The License Agreement is binding on Licensee, its successors and assigns. The License Agreement is also binding on each person admitted to the facilities by Licensee. As to its obligations to Licensor, Licensee assumes full responsibility for the acts or omissions of anyone who obtains access to the facilities upon the express or implied consent, invitation, or sublicense of Licensee and any person to whom Licensee has granted access by consent, invitation, or sublicense shall be a person admitted to the facilities by Licensee.

8.4 Binding Effect on Licensor: The License Agreement is binding upon Licensor, its successors and assigns. Licensor may perform any of its rights or obligations directly or through others.

9. No Property Interest: Licensee has not acquired any property interest in the facilities. Licensee has solely a license which is revocable by Licensor but only on the terms of the License Agreement.

10. Severability: If any provision of the License Agreement is unenforceable or is unenforceable in a particular application, then, as the case may be, the remaining provisions of the License Agreement and other applications of that provision shall not be affected.

11. Waiver by Licensor: In order to be binding on Licensor, any waiver or change to the License Agreement must be in writing and must be signed by a duly authorized officer of Licensor.

12. Smoking: Smoking is not permitted on campus at all. This is a tobacco-free campus. "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. Licensees and Contractors are expected to observe and support this policy. All participants attending any event should be notified of this and will be held responsible for not observing this policy.

13. Emergency Evacuation: Licensor reserves the right to evacuate the premises at any time it deems necessary for the safety of the public.

14. Occupancy Control: Licensor reserves the sole discretion to restrict the number of persons on the premises, or in any room or part, at any time, consistent with public safety.

15. Unsafe Conditions: Licensee will immediately correct any unsafe or unsanitary condition, as identified by Center in its sole discretion, created by Licensee's occupancy of the premises.



2990 Landrum Education Drive
Oakwood, GA 30566

FACILITY RENTAL AGREEMENT

Name of Event: _____

Sponsoring Organization/Company: _____

Contact Person: _____

Phone: (Office) _____ **(Cell)** _____ **(FAX)** _____ **(Email)** _____

Billing Address: _____

Attention: _____

Organization: _____

Street: _____

City _____ **State** _____ **Zip** _____

Date of Event: _____

Time Event will begin: _____

Set-up/Clean-up Times:

Estimated Number of Attendees:

Area/Room Renting:

Audio-Visual Needs:

Number of Extra Tables Needed for Registration/Handouts:

Special Instructions:

Any Additional Facilities Requirements: _____

Fees: _____

Room Rental Fee: _____

Security Fee (\$23/hr. include 1/2 hour prior to event and 1/2 hr. after event ends):

Maintenance Staff Fee:

TOTAL \$ _____

LTC Initial: _____

Client Initial: _____

LANIER TECHNICAL COLLEGE
FACILITY RENTAL AGREEMENT (Continued)

Catering: Lanier Technical College does not have a Culinary Arts Department to cater your event. However, we will be happy to provide you with outside catering contractors for you to contact to provide meals and refreshments for your event at your own expense. No Alcohol is allowed on this campus for any event.

Smoking Policy: Lanier Technical College is a tobacco-free campus. "Tobacco Products" is 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. Please advise your participants of this.

Night/Weekend Events: All campuses are closed on Friday. If your event should be on a Friday or Saturday, the presence of a Security Officer will be required at an additional fee. Additionally, custodial services may also be required for additional fees. Lanier Technical College does not rent their facilities on Sundays/Holidays.

Additional Needs: Lanier Technical College support services are available from 8 a.m. – 10 p.m. Monday – Thursday. We will make every possible effort to accommodate last minute needs on the day of your event. However, we encourage thorough planning on your part ahead of the event. Requests not listed in this agreement will incur additional fees.

Signage: Lanier Technical College does not have a budget set aside to provide signs for your event, nor do we have the means or the staff to do so. Please bring your signs and post them outside at all entrances to the college.

Inclement Weather: If one of Lanier Tech's campuses needs to be closed due to inclement weather, we will be unable to host your event. Please check our website for closing announcements at www.laniertech.edu

Cancellation Policy: Facility Rental Agreements may be cancelled up to one week prior to the event will not be charged the full rental amount but may be charged an administrative fee as agreed to in the License Agreement Exhibit A. Cancellations occurring within one week of the event will incur a

charge of 50% of the area/room rental fee. Cancellations occurring on day of the event will incur a charge of 100% of the area/room rental fee.

Terms of Payment: 50% of the agreed upon rate should be paid upon signing the rental agreement. The remaining 50% must be paid 30 days prior to the rental of the facilities. Invoices for Facilities Agreements are sent to the contact person immediately after signing the agreement. Invoices are to be paid within 30 days.



LANIER TECHNICAL COLLEGE

RENTAL AGREEMENT

CHECK-OFF SHEET

- | | | |
|---|-----------------|----------------|
| 1. Tables have been set up for registration/handouts/food | yes ____ | no ____ |
| 2. Door will be unlocked 30 minutes prior to the event | yes ____ | no ____ |
| 3. Microphones are available and turned on for event | yes ____ | no ____ |
| 4. Sound System will be turned on 30 minutes prior to the event | yes ____ | no ____ |
| 5. Hook-up for PowerPoint presentation available | yes ____ | no ____ |
| 6. Contact person has posted signs outside at entrances to the college | yes ____ | no ____ |
| 7. Audio/Visual needs met | yes ____ | no ____ |
| 8. Security/Maintenance staff notified of event | yes ____ | no ____ |
| 9. Event has been advertised in Daily Memo, outside marquee,
and campus notification | yes ____ | no ____ |
| 10. Heat/Air turned on in the room | yes ____ | no ____ |



LANIER TECHNICAL COLLEGE
RENTAL CONFIRMATION

This is to confirm your reservation of the _____ at Lanier
Technical College on _____ during the hours of _____ on (*please circle*)
MTWRFS. Should your event be cancelled, for whatever reason, contact _____ as
soon as possible at (____) _____ or [@laniertech.edu](mailto:_____@laniertech.edu)

Please sign, complete your purchase order, and return to me. If you have questions or concerns,
you may contact me at (____) _____.

Company Representative:

Company Address:

Contact:

Contact:
Lanier Technical College

Date: _

PHONE (____)-_____
FAX (____)-_____

Purchase Order Number: _____