



FORT VALLEY STATE UNIVERSITY PROGRAMS SERVING MINORS POLICY & PROCEDURE

(Effective May 1, 2017)

I. Policy Purpose and Statement

Consistent with Board of Regents of the University System of Georgia Policy 12.9, it is the policy of Fort Valley State University (“the university”) to establish and maintain standards and procedures for the protection of minors participating in programs and activities conducted, sponsored or hosted by the university regardless of the location at which the program or activity is held.

Fort Valley State University is committed to providing a safe and enriching environment within its community, including minors who visit the campus for educational programs and special events. To ensure their safety and well-being, all programs serving minors as participants are required to adhere to the guidelines and operating procedures in this policy.

II. Policy Application and Effective Date

This Policy applies to academic camps, athletic camps, after-school programs, workshops, licensed child-care facilities, conferences and similar Programs that involve the custody and care of non-student minors that are hosted or sponsored by the university as “Program” is defined below.

This policy is effective May 1, 2017.

III. Definitions

- A. **Authorized Adult:** An individual age eighteen (18) and older, paid or unpaid, who interacts with, supervises, chaperones, or otherwise oversees Non-Student Minors in

university programs or activities and who has complied with all registration, background check and training requirements pursuant to this policy.

- B. **Prospective Authorized Adult:** An individual age eighteen (18) and older, paid or unpaid, who has applied to interact with, supervise, chaperone, or otherwise oversee Non-Student Minors in university programs or activities.
- C. **External Organization:** An organization or individual not affiliated with the university that uses University Facilities to conduct a Program pursuant to an approved contract or other use agreement with the university. A Board of Regents recognized “affiliated organization” such as the FVSU Foundation is not an “external organization”.
- D. **Non-Student Minor:** A person under the age of eighteen (18) who is not enrolled or accepted for enrollment at the university. The term “Non-Student Minors” does not include students who are jointly or dually enrolled at the university while also enrolled in a primary or secondary school.
- E. **One-On-One Contact:** Personal, unsupervised interaction between any Authorized Adult and a Non-Student Minor without at least one (1) other Authorized Adult, parent, or legal guardian being present.
- F. **Program:** Any activity that is under the direction or control of the university, regardless of its location, or an activity under the direction or control of an External Organization using University Facilities.
- G. **Program Director:** The person in charge of the program for the External Organization, recognized student organization, or University department, unit, or employee that organizes or is responsible for the overall administration of a Program.
- H. **Program Participant:** Any authorized adult, program director, faculty, staff or minor involved in any way with a program.
- I. **University Facilities:** Facilities owned by or under the control of Fort Valley State University.
- J. **University-sponsored:** Under the direction and control of university employees acting under assigned job responsibilities.

IV. General Requirements Affecting Non-Student Minors on Campus

1. The Program Director shall:

a. register the program with the Events Management Department and the Minors on Campus Coordinator and also inform Campus Safety by initiating a Facilities Use Form at least 30 days prior to the date of the event in order to allow for the administration of this policy,

b. ensure that all required forms contained in the appendix to this policy are properly executed and filed with the Minors on Campus Coordinator and,

c. ensure that every external organization that conducts a Program executes a USG approved facilities use or license agreement; a copy of which is contained in the appendix.

2. Maintenance of Program Information: The Events Management Department and the Minors on Campus Coordinator shall maintain an up-to-date list of Program times

and dates, locations, attendance (age range and number of participants), and a designated Program contact, so that in the event of an emergency, appropriate measures may be taken. External Organizations must provide a copy of this list at least ten (10) days prior to the start of the Program to the University unit responsible for contracting for the University Facilities being utilized.

3. Recommended standards for overnight Programs housed in University Facilities:

- One Authorized Adult for every 6 campers ages 6 to 8.
- One Authorized Adult for every 8 campers ages 9 to 14.
- One Authorized Adult for every 10 campers ages 15 to 17.

Children under the age of 6 are not eligible to participate in overnight Programs housed in University Facilities.

Recommended standards for other Programs:

- One Authorized Adult for every 6 campers ages 4 and 5.
- One Authorized Adult for every 8 campers ages 6 to 8.
- One Authorized Adult for every 10 campers ages 9 to 14.
- One Authorized Adult for every 12 campers ages 15 to 17.

4. Program Directors are to ensure sufficient supervision of minors at all times, including overnight stays. Overnight housing standards should be based on the nature and location of each Program. The Authorized Adult(s) shall reside in the housing facility with the program participants. Program Directors must receive prior approval from the Chief Compliance Officer, in consultation with the Director of Housing for Programs housed in University Facilities, before staffing overnight Programs at levels less restrictive than these articulated recommended standards. Programs housed in University Facilities must abide by the current Housing Rules and Guidelines as established and provided by the Director of Housing.

5. In addition to the standards recited in the Participant Code of Conduct form, all program participants are subject to shall comply with standards contained in the university and the BoR Codes of Conduct and handbooks that are available at www.fvsu.edu and www.usg.edu.

6. Duty to Report Suspected Child Abuse

Every Authorized Adult is required by law to report suspected child abuse. Any Authorized Adult that has reasonable cause to suspect that child abuse has occurred shall immediately report such suspicion to the Program Director.

Upon receiving a report of suspected child abuse the Program Director shall immediately notify the Chief Compliance Officer and the Chief Legal Officer. The Program Director may immediately take reasonable actions to abate suspected abuse when circumstances dictate that immediate action is appropriate.

The Chief Compliance Officer is authorized by the president of the university to take all actions necessary to comply with State law, rules and regulations regarding reporting of suspected child abuse. Further, the Chief Compliance Officer may, in consultation with the Chief Legal Officer, take any action necessary to abate suspected abuse including but not limited to removal of Program Participants from programs and from university premises.

The Chief Compliance Officer shall make a report of child abuse to both the Division of Family and Children Services (DFCS) and the university Department of Campus Safety when there is “reasonable cause to” believe that a child under the age of 18 has been abused by a parent, caretaker or Program Participant. “Reasonable cause” means a suspicion founded upon circumstances sufficiently strong enough to warrant a reasonable person to believe that something is true.

A report of suspected child abuse is a request for an investigation. It is not an accusation and the reporter does not have to be absolutely certain of their suspicion. The Department of Family and Children Services has the responsibility for evaluating the report and determining whether an investigation is warranted. The department is also responsible for conducting the investigation and taking appropriate action to protect the child.

An oral report must be made as soon as possible by telephone or otherwise. The report is made to the Department of Family and Children Services, Child Protective Services Section. If Child Protective Services is not available the report should be made to the appropriate police authority or the district attorney. **Contact DFCS Child Protective Center at: 1-855-GACHILD / 1-855-422-4453**

7. Duty to Report Inappropriate Conduct: Every Authorized Adult shall report observed inappropriate conduct by any person toward a minor should be immediately reported to the program director or the university’s Office of Compliance. Inappropriate conduct includes sexual and physical abuse but also includes vulgar speech, threats of violence, discriminatory words or actions and drug and alcohol use or possession.

If an Authorized Adult participating in a program or activity faces allegation of inappropriate conduct, the individual shall discontinue further participation in programs and activities covered by this Policy until such allegation has been adequately resolved.

8. Safety and Injuries: Program Directors should work closely with campus safety to determine potential safety and security risks associated with each particular camp and activity. Program Directors shall immediately report injuries to program participants and accidents involving program participants to the Department of Campus Safety and to the Human Resources Department.

9. Transportation of Minors: All transportation of minors except transportation that is an explicit part of the program/camp must be approved by the Program Director. An Authorized Adult should not transport a minor unless accompanied by at least one other Authorized Adult.

10. Medical Treatment and Administration of Medicines:

A. Program Directors shall obtain a **Medical Information and Release Form** for each program participant and program staff member that contains the following:

- i.** A statement informing the parent/legal guardian that the university does not provide medical insurance to cover medical care for the minor.
- ii.** A statement authorizing the release of medical information and emergency treatment in case the parent/legal guardian/emergency contact cannot be reached for permission.
- iii.** A list of any physical, mental or medical conditions the minor may have, including any allergies that could impact his/ her participation in the program.
- iv.** All emergency contact information including name, address and phone number of the emergency contact.

B. The Program Director shall obtain a **Self-Administration of Medication Form** and a **Consent for Over-the- Counter Medication Form** for each program participant. Forms should also be obtained for program staff members that are minors. Distribution of participants' medicines by Authorized Adults should be handled under the following conditions:

- i.** Program staff shall be responsible for reviewing all forms and assessing needs of each program participant.
- ii.** The program participant's family provides the medicine in its original pharmacy container labeled with the participant's name, medicine name, dosage and timing of consumption. Over-the-counter medications must be provided in their manufacturers' container.
- iii.** Program Directors or Authorized Adult shall keep the medicine in a secure location, and at the appropriate time for distribution meet with the participant in a secure location for administration of the medicine.
- iv.** The program staff member shall allow the participant to self-administer the appropriate dose as shown on the container.
- v.** Parent(s) and/or guardian(s) must make arrangements for the administration of any medicine that the minor cannot self-administer.
- vi.** Devices for the self-administration of medications which are prescribed by a physician may be carried by the participant during program activities (Examples include personal "epi" pens and asthma inhalers).
- vii.** Over-the-counter medications can only be administered with prior approval. Authorized Adults should make reasonable efforts to have basic first-aid kits

available if needed. Program Participants can self-administer over-the-counter medication that they bring themselves.

- viii. The sponsoring unit shall arrange for medical care appropriate for the nature of program activities including on- site emergency medical service coverage if needed.

C. Protocol for Injuries and Illness

- i. The Program Director shall secure and maintain a report of any accident, injury or illness that occurs during a Program. A copy of these accident, injury or illness reports will be provided to the Chief Compliance Officer and the Chief of Campus Safety.
- ii. The Program Director, in association with the Director of Student Health Services and the Chief of Campus Safety, shall develop a protocol for adequate emergency medical services for each Program based on the nature and location of the Program.

V. University Sponsored Programs Requirements

The following procedures and recommendations apply specifically to all University Sponsored Programs involving Non-Student Minors:

1. The Program Director shall provide information necessary for a hiring and background check for program staff and volunteers to the Human Resources Department at least two weeks prior to the anticipated date for service. To ensure there is no delay in the onboarding process, providing the requested information at least four weeks prior is strongly recommended.
2. The Human Resources Department will confirm for the Program Director and the Minors on Campus Coordinator that all Authorized Adults have been subject to proper screening and background investigations before the individual(s) engage/start working with the Program. University Employees may and Non-University Employees in University Sponsored Programs shall be subject to annual background investigations. Fees associated with screening will be borne by the Program.

3. Training

- A. The Chief Compliance Officer, in consultation with the Director of Human Resources, Events Management Department and the Minors on Campus Coordinator will develop/ maintain a training program that addresses:
 - i. Mandatory reporting requirements;
 - ii. Responsibilities and expectations of all Program faculty and staff;

- iii. Relevant University and USG policies and procedures regarding Programs;
- iv. Safety and security procedures (including, but not limited to, first aid, CPR, etc.); and
- v. Code of Conduct as described in this Policy.

B. The training described above shall be mandatory for all potential Authorized Adults and volunteers who work for University Sponsored Programs and who are reasonably anticipated to have direct contact or interaction with Program Participants. Authorized Adults and Program Directors are required to undergo the training on an annual basis.

Additionally, each Summer Camp Program Director or designee is required to attend the annual Summer Camp meeting which takes place each spring.

VI. External Organization Requirements

1. External Organizations shall complete all required forms including a USG approved facilities use or license agreement and submit them to the Department of Events Management. Required forms for External Organizations are available at the Department of Events Management and the FVSU webpage at www.fvsu.edu.
2. External Organizations must conduct criminal background checks that meet University standards of their employees, volunteers, and representatives. The University may request any additional information it deems necessary to meet the requirements of this Policy.
3. Each External Organization, in its Facility Use or License Agreement, must certify that it has met training requirements that meet University standards.

VII. Questions regarding this policy may be directed to the Office of Legal Affairs.

VIII. Additional Programmatic Procedures

Any camp, department, conference, workshop, program, activity, etc. that involves the participation of minors who are not students of Fort Valley State University and are either sponsored by an entity of the university or a third-party host must complete the following:

1. Each program director must submit a written proposal that includes program objectives, timelines, desired resources, and budget projections before the activity commences. The written proposal must align with Fort Valley State University's Minors on Campus policy, as well as adhere to applicable Federal and State child protection laws.
2. The required program proposal must be completed with appropriate dates and signatures. Levels of approval may include, but are not limited to:

- Appropriate Faculty/staff
- Business and Finance
- Deans/Department Heads/Vice Presidents
- Facilities and Housing Managers
- Human Resources
- Grant Managers

Proposal forms can be obtained from the Minors on Campus Coordinator.

3. Programs with minor participants must provide visible identifiers for each participant, such as, a name badge, name tag, wrist-band, etc.

4. All Program Directors and authorized adults must abide by HIPPA privacy regulations when handling medical and emergency information for program participants.

5. Program Directors must ensure that all Authorized Adults and program participants adhere to the camp rules, the rules of this Policy and accompanying forms, as well the rules of the University.

6. All liability waivers, medical forms, media releases, etc. are to be obtained during the registration process of each program. All gathered documents shall be submitted to the Minors on Campus Coordinator, who will maintain them in accordance with the University System of Georgia records retention guidelines. All documents are considered confidential and shall not be disclosed, except as provided by law. Any requests for the disclosure of documents or records must be forwarded to the Chief Compliance Officer.

7. Pick-up/Drop-off and Sign in/out Procedures:

- a. Programs with minor participants must outline a designated pick-up and drop-off point for parents and legal guardians before program activity begins.
- b. At least one Authorized Adult must oversee the sign-in, drop-off, and pick-up daily to ensure the safety and security of the program participants.
- c. Parents/Legal guardians are required to sign their minor child in/out each day. Sign-in/out sheets should include student name, time in/out, and signature.

8. If food service is needed, Program Directors shall work with Sodexo Inc. to coordinate food services for program participants. If the Program desires or is authorized to utilize non-Sodexo food, they must obtain and sign the proper waiver forms from Sodexo.

9. All programs must work with the Office of Events Management to complete the Facilities Use Forms and other required documents needed to utilize and secure any desired space.

PROGRAMS SERVING MINORS PROCEDURE FORMS

(Revised March 19, 2019)

FORMS

Page 11	Volunteer Registration Form and Agreement (Staff Form)
Page 14	Staff and Volunteer Code of Conduct Agreement (Staff Form)
Page 15	Participant Code of Conduct Agreement (Parent Form)
Page 17	Media, Photo and Video Release Form (Parent Form)
Page 18	Pickup Authorization Form (Parent Form)
Page 19	Independent Contractor/Consultant Insurance Agreement Form (If applicable)
Page 21	Informed Consent, Voluntary Waiver, Release of Liability and Assumption of Risk Form (Parent Form)
Page 23	Participant Medical Information and Release Form (Parent Form)
Page 26	Participant Self-Administration of Medication Waiver and Consent Form (Parent Form)
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ATTACHED EXHIBITS

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**FORT VALLEY STATE UNIVERSITY
MINOR'S ACTIVITY VOLUNTEER REGISTRATION FORM
AND AGREEMENT**

Staff/Volunteer Name (Please Print): _____

Phone Number: _____

Mailing Address: _____

Dates of Service: _____ to _____

Emergency Contact Name/Phone Number: _____

Sponsoring Department: _____

Supervisor of Volunteer: _____

Description of Volunteer Duties: _____

Location where Volunteer will Perform Duties: _____

As a Volunteer, I understand and agree to the following:

1. I am volunteering to perform the duties identified above solely for my personal benefit without promise or expectation of compensation, benefits, academic credit, or future employment from Fort Valley State University ("University"). I acknowledge that, in exchange for my service as a volunteer, I have neither been promised any consideration nor do I expect to receive any consideration, except as indicated in Paragraph 8.
2. I understand that the University and/or I may end my volunteer services at any time without further obligation one to the other, and for any reason, and without advance notice. I understand and agree that as a volunteer, I will not be acting as a University employee or student.
3. I will familiarize myself with and abide by all University policies, including those regarding conduct, confidentiality, safety and welfare. I agree to abide by all applicable rules and regulations of the University and any of the departments or units where I engage in volunteer activities.

4. I agree to perform my volunteer duties under the direction and control of the authorized University official identified above or such other authorized University official as is later designated to supervise my volunteer work.
5. I agree to submit to and cooperate with any screening and background checks required by the University prior to my performance of any volunteer duties.
6. I understand that volunteers are **not** covered by workers' compensation insurance for injuries or illness resulting from their volunteer activities, and are strongly encouraged to obtain their own medical insurance before participating in this structured volunteer program. I understand that the University will not provide me with accident or medical insurance, and is not responsible for any accident or medical expenses that I incur in the course of volunteering.
7. I understand that my participation as a volunteer may involve certain risks that have been explained to me, including, but not limited to close proximity contact with children and other individual, physical exertion, hazards associated with participation and/supervision of group activities and other such hazards. I voluntarily accept these risks.
8. I further understand that during the volunteer period designated above, I agree to serve as a volunteer with the University by participating in the structured volunteer program organized, controlled, and directed by the University as described in the description of duties above, which are for the sole purpose of carrying out the functions of the University. In consideration for my service as a volunteer, the University agrees that I am a "state officer or employee" solely for the purpose of O.C.G.A. § 50-21-20 et seq. (Georgia Tort Claims Act) as long as I act within the scope of service set forth in this Agreement.
9. If my Volunteer Duties involve assisting with research:
 - A. I understand and agree that federal laws regulating the export of technologies may prohibit assistance by international individuals on certain types of research projects. I understand that all University and other required approvals must be secured prior to conducting research activities and I agree to abide by all policies and procedures governing such activities. If I assist with research funded by a third party sponsor, I agree to abide by the terms of the sponsorship agreement. Further, I agree to be bound by any written nondisclosure or confidential disclosure agreement governing confidential information to which I may have access in the course of my research activities at University.
 - B. I pledge to disclose any intellectual property developed as a result of my research activities at University. If valuable intellectual property is created as a result of the research with which I assist at University, then ownership of such intellectual property shall be determined by University policy and federal law regarding inventorship and authorship.

- C. I agree not to disclose any confidential information concerning patients, research subjects, unpublished research data, and other confidential information of which I may learn in the course of my volunteer service.
10. My performance of the Volunteer Duties is purely voluntary and I agree to assume all risk associated therewith. I do hereby release, waive, discharge and covenant not to sue the University or the Board of Regents of the University System of Georgia their members individually and their officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually or in any capacity (collectively, the "University") from all liability, loss, damage, costs, expenses, or claims resulting from or in connection with my volunteer status or duties, including personal injury, death, or damage to property arising out of my volunteer activities. I also agree to indemnify and hold the University harmless from all claims, demands, causes of action, actions, judgments or other liability including reasonable attorneys' fees arising out of, resulting from or in connection with my volunteer status or duties.

Volunteer:

Signature

Date

Approved by:

Signature, Head of Sponsoring Department

Date

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAMS FOR MINORS
STAFF AND VOLUNTEER CODE OF CONDUCT**

Consistent with University System of Georgia Board of Regents Policy 12.9, Fort Valley State University is committed to the safety and well-being of minors. Authorized staff and volunteers should be positive role models and treat others with respect, courtesy and dignity. Authorized staff and volunteers must abide by all state and federal laws, USG policies and Fort Valley FVSU policies.

As an authorized staff or volunteer working in programs for minors, I hereby agree as follows:

- I will maintain appropriate physical boundaries at all times.
- I will immediately report any reasonable suspicion or knowledge of abuse of a minor to the institution police department and the appropriate supervisor or program director who can take immediate action.
- I will not touch or speak to a minor in a sexual or other inappropriate manner.
- If one-on-one interaction is required it will take place in an open, well-illuminated space where I am observable by other volunteers or program staff.
- I will not meet with minors outside of established program locations or outside of established times.
- I will not invite minors to my home or other private location or accept their invitations for the same.
- I will not make sexual comments, tell sexual jokes or allow minors to access sexually explicit materials.
- I will not engage or allow minors to engage me in romantic or sexual conversations.
- I will not engage in private communications with minors to include communications via text messaging, e-mail, phone, internet chat, on-line games or other forms of social media.
- I will not accept or give gifts to minors without the knowledge of their parents or guardians.
- I will not inflict any physical or emotional abuse of minors to include, but not limited to striking, humiliating, ridiculing, or degrading minors.
- I will not use, possess or be under the influence of alcohol or illegal drugs at any time while working with minors.
- I will not provide or knowingly allow minors to possess or consume alcohol, tobacco, or illegal drugs.
- I will not use profanity, vulgarity, or harassing language in the presence of minors at any time.
- I will not provide transportation to minors unless doing so is an acknowledged component of the program. When transporting minors, more than one volunteer or program staff must be present in the vehicle, except when multiple children/teens will be in the vehicle at all times through the transportation.

My signature confirms that I have read and understand this Code of Conduct. My signature further confirms that I agree to abide by this Code of Conduct. Failure to abide by this Code of Conduct may result in sanctions against me, including but not limited to, termination and/or criminal prosecution.

Staff/Volunteer Name

Signature

Date

Sponsoring Department/Program

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAMS FOR MINORS
PARTICIPANT CODE OF CONDUCT**

Program/Camp Name: _____

Participant Name (Please Print): _____

Parent/Guardian Name (Please Print): _____

This Program has established rules and standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant to review the Program rules and standards of conduct. Dismissed Participants are not eligible for a refund of any fees or expenses. The Parent/Legal Guardian is responsible for all costs associated with removing the Participant from the Program due to his/her misconduct, including but not limited to transportation costs from the Program site.

A. PARTICIPANT AGREEMENT:

I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the Program.

Participant Signature

Date

B. PARENT/LEGAL GUARDIAN AGREEMENT:

I understand that my child will be subject to the rules and standards of conduct of the Program and the University System of Georgia. I further understand that my child's violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my child's dismissal from the Program. I accept responsibility for all costs associated with removing my child from the Program, including but not limited to transportation costs to return the Participant home. I understand that Dismissed Participants are not eligible for a refund of any fees or expenses.

Parent/Legal Guardian Signature

Date

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAMS FOR MINORS
MEDIA, PHOTO, AND VIDEO RELEASE FORM**

Please read the following release carefully and initial one:

_____ **Yes, I give permission** for my Participant Name (Please Print), likeness, image, or voice to be used in photographic, video, digital, or other recording forms. I give my permission for the program to use those recordings or works produced by my child (e.g., artwork) for promotional, commercial, information, and educational purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by (the institution) . This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, exhibit and/or distribute any images of my child or in which my child may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that (the institution) and the Board of Regents of the University System of Georgia, its members, officers, agents, and employees shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recordings or works, and I hereby waive any right to inspect or approve the same. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any recordings or works created as a result of my child’s participation in the program. To the extent the image or media of my child is an educational record and may contain personally identifiable information about my child as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), I hereby consent to the release of the image or media. I understand that I have the right not to consent to my child being videotaped, photographed, or

recorded during the program, and the right not to consent to the release or use of the image or media and any personally identifiable information about my child contained in the media, and that this consent shall remain in effect until revoked by me in writing and delivered to (the institution), though any such revocation shall not affect disclosures previously made prior to its receipt. I further release, discharge, indemnify, and hold harmless (the institution) and the Board of Regents, its members, officers, agents, and employees, from and against all liability, actions, debts, claims, demands, rights, injuries, damages, or causes of action of every kind whatsoever, arising from and by reason of any known or unknown, foreseen or unforeseen, relating to the taking or use of the recordings or works of my child, including, without limitation, any and all claims for invasion of privacy, rights of publicity, libel, and slander. I understand that the acceptance of this release and waiver of liability by (the institution) and the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by the Board, its members, officers, agents, and employees. This authorization and release shall inure to the benefit of the heirs, legal representatives, licensees, and assigns of (the institution), and the Board of Regents. If any provision of this Media, Photo, and Video Release shall be held invalid or unenforceable, such provision will be deemed severable without affecting the validity or enforceability of the remaining provisions.

_____ **No, I do not grant permission** for my Participant Name (Please Print), likeness, image, or voice to be used in any form, unless necessary for the administration of the program while my child is participating.

I hereby certify that I am over 18 years of age, suffering under no legal disabilities, that I have read the above carefully before signing, and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Parent/Legal Guardian Signature

(Print) Name and age of Child

Date

**FORT VALLEY STATE UNIVERSITY
PROGRAMS SERVING MINORS
PICK UP AUTHORIZATION**

**Please note that only the enrolling parent will be permitted to complete this form.*

I. Personal Information (please print) Today's Date: ____ / ____ / ____

Participant Name (Please Print): _____ **Age:** _____

Parent/Guardian Name: _____

Home Phone Number: _____ **Cell Phone Number:** _____

Work Phone Number: _____

II. Authorized Pick Up

Please list any individual who is authorized to pick up your child, including yourself. Each authorized person must be at least 16 years of age. The above-named child will not be permitted to leave the program with anyone who is not listed below. Authorized individuals must pick up the child in person and may be requested to show identification to program staff. Children will not be released to persons who fail to provide acceptable identification upon request.

I authorize the following responsible persons to pick up my child from the program (attach additional pages as needed):

Authorized Person	Phone Number	Relationship to Child
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note that children must be picked up by designated times. If an authorized adult is unable to be reached, program members will contact the local police department as a last resort to take your child home. If you are not at home, your child will be released to the Division of Family and Children Services.

III. Authorized Dismissal

My child is at least 16 years of age and will be responsible for his/her own transportation to and from the program. My child may sign himself/herself out at the end of the program activities.

Parent/Legal Guardian Name*: _____

Signature of Parent/Legal Guardian: _____

**Please note that only the enrolling parent will be permitted to complete this form.*

**FORT VALLEY STATE UNIVERSITY
MINORS PROGRAMS AND CAMPS
INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS**

CONTRACTOR’S INSURANCE

The contractor shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder and shall furnish proof of same to Fort valley State University.

Employer’s Liability Insurance shall be written with minimum limits of:

1. Bodily Injury by Accident - \$1,000,000 each occurrence
2. Bodily Injury by Disease - \$1,000,000 each occurrence

I. General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form and shall provide at minimum the following limits:

1. Each Occurrence \$1,000,000
2. General Aggregate (Per Project) \$1,000,000

• **The policy must provide coverage for Sexual Misconduct/Abuse/Molestation**

II. Automobile Liability Insurance

Commercial Motor Vehicle Liability Insurance shall be written to include coverage for bodily injury and property damage arising from ownership, maintenance or use of any and all owned, non-owned, leased, and hired motor vehicles. Minimum limit \$1,000,000 Combined Single Limit.

III. POLICY PROVIDERS

All insurance coverage shall be issued by an insurer licensed as an admitted insurer or authorized by the State of Georgia.

IV. IMPAIRMENT OF LIABILITY

In the event the required insurance program were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than 20%, Contractor shall notify the university within thirty (30) days of becoming aware of such pending claim (s).

V. DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

The university shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAM/CAMP INFORMED CONSENT, VOLUNTARY WAIVER,
RELEASE OF LIABILITY AND ASSUMPTION OF RISKS FORM**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Gender: _____ **Date of Birth:** _____

Phone Number: _____

Address: City: State: Zip:

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM/CAMP.

I, the undersigned, wish for my Child (hereafter “Child”) to participate in the above referenced youth program (hereafter “Program”) on the date(s) and location(s) indicated above and, in consideration for my Child’s participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child’s participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the youth program may involve risks and dangers, both known and unknown, and have elected to allow my Child to participate in the Program. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Program.

I, on behalf of my Child, hereby release the Board of Regents of the University System of Georgia, Fort Valley State University, its Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter “FVSU”) from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless FVSU from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAM/CAMP MEDICAL INFORMATION
AND RELEASE FORM**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Gender: _____

Date of Birth: _____ **Phone Number:** _____

Address: City: State: Zip: _____

*As the Parent/Legal Guardian of the Participant, you understand that the information requested on this form is intended to help inform program staff of any pre-existing medical conditions. If Participant has a pre-existing medical condition, participation in any strenuous activities or recreational time may not be recommended. **This information will be kept in strict confidence and will only be shared with your permission.** Fort Valley State University requests the information below so that, in case of emergency, we will have accurate information so that we can provide and/or seek appropriate treatment for Participant. You are accountable for providing an accurate medical history. **Final determination about whether to participate is the responsibility of Parent/Legal Guardian of the Participant and Participant's physician.** If Participant has any medical issue that is not requested below, but which you think is important, please include that information. It is recommended that you consult with a physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, it is your responsibility to consult with your own physician prior to participating in this Program. Please answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.*

Parent/Legal Guardian of the Participant understands that Fort Valley State University does not offer any form of insurance for Participant while participating in Program.

PART 1. GENERAL INFORMATION

Parent/Legal Guardian Name _____

Street Address, City, State Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Please list two emergency contacts other than Parent/Legal Guardian:

Emergency Contact 1

Name	Relationship
Home Phone: _____	Cell Phone: _____ Work Phone: _____

Emergency Contact 2

Name	Relationship
Home Phone: _____	Cell Phone: _____ Work Phone: _____

PART 2. MEDICAL INFORMATION

It is recommended that Participant consult with your physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, *it is your responsibility to consult with your own physician* prior to participating in this Program. Please answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.

Physician Name: _____ Phone Number: _____

Date of most recent tetanus toxoid immunization: _____

Do you have health/accident insurance? (Circle one): YES NO

If yes, please indicate policy number, name and address of insurance company.

Company Name / Address Policy #: _____

PLEASE ENCLOSE A COPY OF THE FRONT AND BACK OF YOUR INSURANCE CARD WITH THIS FORM

For the following, circle appropriate response and explain as appropriate:

A. Does participant have any limiting medical conditions that you or your doctor feel would limit camp participation? YES NO

If yes, identify and explain: _____

B. Is participant currently taking medication that may interfere with ability to safely participate in Program? YES NO

If yes, please indicate the medication and the condition being treated: _____

C. Does participant have a history of allergies or reactions to medications, insect stings, or plants? YES NO

If yes, please explain: _____

D. Does participant have a history of, or currently suffer from, medical condition(s) with which we need to be aware? YES NO

If yes, please explain: _____

PART 3: AUTHORIZATION FOR MEDICAL CARE:

Unless prior arrangements have been made, medical needs will be handled through the Peach County Regional Medical Center. In cases where medical attention is necessary, parents will be contacted for approval when possible. However, before medical treatment can be provided, we are required to have a medical release signed by the parent/guardian. The hospital will not perform services unless this form is presented at the time of treatment.

Participant has my permission to receive medical attention in the event of illness or medical emergency while participating in this Program. I will assume the financial responsibility for any cost of health care for my child that may occur during this Program.

As a participant, parent, or guardian I understand and acknowledge that my failure to disclose relevant information may result in harm to Participant and/or others during this Program. By signing my name I represent and warrant that I have provided all materials and important information to Fort Valley State University pertaining to my Participant's medical, mental and physical condition and that it is accurate and complete. I agree to notify Fort Valley State University of any changes in my mental, physical or medical condition prior Participant's scheduled Program.

By revealing or disclosing the above medical information it will not be used by Fort Valley State University personnel or employees to determine Participant's ability to participate safely in activities. I understand that, if Participant chooses to participate in activities, he/she do so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of myself and Participant.

Participant's Name: _____
Print Name Signature Date

Parent/Legal Guardian Name: _____
Print Name Signature Date

PLEASE NOTE: A Parent/Legal Guardian must sign this form for a minor under the age of 18. Only the enrolling parent will be permitted to complete this form.

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAM/CAMP PARENT/GUARDIAN AUTHORIZATION,
WAIVER AND CONSENT FOR SELF-ADMINISTRATION OF
PRESCRIPTION MEDICATION FORM**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ Time(s): _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Gender: _____

Date of Birth: _____ Phone Number: _____

Address: City: State: Zip:

Parent/Legal Guardian

Home Phone

Cell Phone

Parent/Legal Guardian Address (if different from above)

This form must be completed fully in order for participants to self-administer required medication. A new medication administration form must be completed for each Program attended by the participant, for each medication, and each time there is a change in dosage or time of administration of a medication. Self-medication requires licensed health care authorization and signature, *and* parent signature.

Circle One:

- **No, my child does not need to take any prescription medication while at the Program.**
- **Yes, my child will need to take prescription medication while at the Program.**

All prescription medications, including medications for conditions such as food, drug or insect allergies; diabetes; asthma; or epilepsy may be brought to the Program under the condition that the participant can self-manage care and delivery of medication with written authorization to do so at camp by a licensed health care provider. Prescription medication must be in its original container labeled by the pharmacist or prescriber. Label must include the name, address and phone number for pharmacist or prescriber. Containers must hold only the amount required for the time the participant will be attending the Program.

PRESCRIBER AUTHORIZATION FOR SELF-ADMINISTRATION OF PRESCRIPTION MEDICATION:

Medication Name: _____ Dose: _____

Condition for which medication is being administered: _____

Specific Directions (e.g., on empty stomach/with water, etc.): _____

Time/frequency of administration: _____ If PRN, frequency: _____

If PRN, for what symptoms: _____

Relevant side effects: _____

Medication shall be administered from (date): _____ to _____

Special Storage Requirements: _____

Is the participant capable of self-managed care? YES NO

I authorize and recommend self-medication by my child for the above medication. I also affirm that he/she has been instructed in the proper self-administration of the prescribed medication by his/her attending physician. I shall indemnify and hold harmless the Program Staff, Fort Valley State University, the Board of Regents of the University System of Georgia, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents against any claims that may arise relating to my child's self-administration of prescribed medication(s).

I/We have legal authority to consent to medical treatment for the participant named above, including the administration of medication at the above referenced Program.

Parent/Legal Guardian Name: _____
Print Name Signature Date

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAM/CAMP PARENT/GUARDIAN AUTHORIZATION,
WAIVER AND CONSENT FOR
OVER-THE-COUNTER MEDICATION FORM**

PROGRAM/CAMP INFORMATION:

Program/Camp Name: _____

Date(s): _____ **Time(s):** _____

Location: _____

PARTICIPANT INFORMATION:

Name of Participant: _____

Gender: _____

Date of Birth: _____ **Phone Number:** _____

Address: City: State: Zip:

Parent/Legal Guardian

Home Phone Cell Phone

Parent/Legal Guardian address (if different from above)

Over-the-Counter (OTC) Medication may at times need to be administered, if approval is indicated by the participant's Parent/Legal Guardian. Please complete the following section to save time if your child needs any of these OTC medications during his/her stay. Note: Unless we have parental authorization, we cannot administer ANY medications.

I hereby authorize that the following medications may be given to Participant if the need arises. You may dispense only those checked.

_____ Ointments for minor wound care

_____ First aid as directed. (Antiseptic, anti-itch, anti-sting, antibiotic, sunburn)

_____ Tylenol/Acetaminophen as directed.

- _____ Ibuprofen as directed.
- _____ Throat lozenges and or spray as directed for sore throat.
- _____ Micatin or anti-fungus treatment as directed for athlete's foot.
- _____ Kaopectate or Imodium for diarrhea as directed.
- _____ Milk of Magnesia, Pepto Bismol or Mylanta for upset stomach or nausea as directed.
- _____ Rolaids or Tums for acid reflux, heartburn or indigestion as directed.
- _____ Benadryl for swelling, hives, allergic reaction, as directed.
- _____ Actifed or Sudafed as directed for nasal congestion or allergy relief per instructions.
- _____ Visine or other eye drops for minor eye irritation.
- _____ Medicated lip ointment for dry, chapped lips, lip blisters or canker sores as directed.
- _____ Swimmer's ear drops as directed.
- _____ Hydrocortisone ointment as directed for mild skin irritations, poison ivy, and insect bites.
- _____ Medicated powder for skin irritation as directed.
- _____ Robitussin or other cough syrup as directed.
- _____ Calamine lotion for bug bites and poison ivy.
- _____ Sunscreen
- _____ Bug repellent

Other (list any other approved over-the-counter drugs): _____

Program staff reserves the right to use generic equivalents when available for the name brand over-the-counter medications listed above.

I understand that such administration will not be done under the supervision of medical personnel. I also agree that any first aid treatment may be given as needed.

Any condition which is associated with fever, significant inflammation, and/or does not respond to the above outlined treatment will be followed-up by a consultation with the student's parents. Parent/guardian will be contacted if any conditions develop requiring treatment with any of the above over-the-counter medications that are not checked.

I understand that these over-the-counter medications are not necessarily kept on hand and available to be administered immediately.

I authorize the administration of over-the-counter medications to my child as indicated above. I shall indemnify and hold harmless the Board of Regents of the University System of Georgia, Fort Valley State University, its Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter "FVSU") against any claims that may arise relating to my child being administered the above indicated over-the-counter medications. I/We have legal authority to consent to medical treatment for the student named above, including the administration of medication at the above referenced program.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

_____ **Date**

No. _____ of _____ Executed Original Counterparts.

COUNTERPART OF _____.

**FORT VALLEY STATE UNIVERSITY
YOUTH PROGRAMS FOR MINORS
CHECKLIST**

- ✓ **All planned activities are consistent with the institution's mission.**
- ✓ Each camp has a designated camp director.
- ✓ **Safety & Security planning**
 - Background checks on volunteers, staff and student workers;
 - Policies / rules in place for participant, volunteer and staff conduct;
 - Appropriate camp-to-counselor ratio provided (consideration of age & activity);
 - Guest visitation protocols in place;
 - Check-in & check-out procedures in place;
 - Inclement weather protocols in place;
 - Established protocol for injury or illness;
 - Protocol for reporting and responding to participant, staff or volunteer misconduct (including mandatory reporting);
 - Emergency notification procedures in place;
 - Inspection of facilities to be used.
- ✓ **Appropriate Forms & Waivers**
 - Parental consent & release of liability;
 - Medical information & release;
 - **Sports physical, as appropriate;**
 - Authorization to administer medications;
 - Over the counter medication
 - Self-administration of prescription medication
 - **Media release;**
 - Pick-up authorization;
 - Health insurance information has been obtained.
- ✓ **Training for Staff, Volunteers & Counselors**
 - Safety & security protocols are reviewed;
 - Emergency response protocols are reviewed;
 - Reporting and responding to incidents of misconduct protocols reviewed;
 - Participant conduct management and disciplinary procedures reviewed;
 - Detecting and reporting abuse or neglect training conducted;
 - Process for reporting of injury or illness;
 - First aid & CPR;
 - Institution policies / code of conduct;
 - Orientation planned for participants to review rules and reporting procedures.
- ✓ **Facility Usage, Insurance & 3rd Parties**
 - Facilities have been reserved and there are no scheduling conflicts;

- Appropriate forms completed;
 - Certifications from 3rd party camps that items on checklist are being done;
 - Appropriate insurance obtained.
 - General liability
 - Other insurance as appropriate
- ✓ **Transportation**
- Transportation needs have been identified;
 - Authorized vehicles and drivers have been arranged.
- ✓ **Camp Employment**
- Institution employees educated on proper use of leave;
 - Structured volunteer program is in place.

USG APPROVED LICENSE/LEASE AGREEMENT

STATE OF GEORGIA;

COUNTY OF _____:

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, for and on behalf of _____ ("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:** (Complete Applicable Parts Only; Cross Through Inapplicable Parts.)

Owner's Initials	PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE	APPLICABLE EXHIBITS	Permit Holder's Initials
	A-1. GENERAL FACILITIES/SPACE: _____, Building _____ Date(s): _____ Times(s): _____ Purposes: _____	Exhibit A Exhibit B Exhibit F Exhibit H	
	A-2. ADDITIONAL GENERAL FACILITIES/SPACE: _____, Building _____ Date(s): _____ Times(s): _____ Purposes: _____	Exhibit A Exhibit F	
Owner's Initials	<i>(Continued from previous page)</i> PREMISES SUBJECT TO PERMIT, PERMITTED USES, AND DATES AND TIMES OF USE	APPLICABLE EXHIBITS	Permit Holder's Initials
	B. LODGING: Single Rooms: _____, Building _____ Double Rooms: _____, Building _____ Date(s): _____ Check-in Time: _____ Check-out Time: _____ _____ Linens Provided @ _____ per day	Exhibit A Exhibit B Exhibit C Exhibit G Exhibit H	
	C. POOLS AND RECREATIONAL FACILITIES: _____, Building _____ Date(s): _____ Times(s): _____ ___ Recreational Use _____ Competitive Use ___ Other Use: _____	Exhibit A Exhibit B Exhibit D Exhibit G	

	D. FOOD SERVICE AND CONCESSIONS: _____, Building _____ Date(s): _____ Times(s): _____ Type of Service: _____	Exhibit A Exhibit E Exhibit G	
	E. PARKING: _____ Spaces, Lot/Building(s) _____ Date(s): _____ Times(s): _____	Exhibit A Exhibit F Exhibit G	

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: (Complete Applicable Parts Only; Cross Through Inapplicable Parts.)

PART A-1	_____ @ \$ _____ = \$ _____
PART A-2	_____ @ \$ _____ = \$ _____
PART B	SINGLE: _____ @ \$ _____ = \$ _____ DOUBLE: _____ @ \$ _____ = \$ _____ LINENS: _____ @ \$ _____ = \$ _____
PART C	_____ @ \$ _____ = \$ _____
PART D	_____ Meals @ \$ _____ per meal = \$ _____
PART E	_____ Spaces for _____ days @ \$ _____ per space per day = \$ _____
TOTAL FEES	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 certified mail or hand delivered to the following representatives.

	OWNER'S REPRESENTATIVE:	PERMIT HOLDER'S REPRESENTATIVE:
Name:	_____:	_____:
Address:	_____ _____ _____	_____ _____ _____

Telephone:	(____) _____ - _____	(____) _____ - _____
Facsimile	(____) _____ - _____	(____) _____ - _____

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.** 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.

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 Lodging Accommodations

Exhibit D Pools & Recreational Facilities

Exhibit E Food Services & Concessions

Exhibit F Parking

Exhibit G Alcoholic Beverage Policy

Exhibit H Tobacco & Smoke-Free Campus Policy

11. **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: _____ By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Permit Holder's Federal Tax ID No.: _____.

Attached Exhibits: Exhibit A (General Provisions), Exhibit B Programs Serving Minors, Exhibit C (Lodging Accommodations), Exhibit D Pools & Recreational Facilities, Exhibit E (Food Services & Concessions), Exhibit F (Parking), Exhibit G (Alcoholic Beverage Policy), Exhibit H (Tobacco & Smoke Free Policy)

EXHIBIT A

GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be by this Exhibit A. Lodging accommodations, if any, shall be described in and governed by Exhibit B. 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 ninety (90) 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 less than 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 \$25.00 per day for facilities, and \$10.00 per day per room for accommodations.
3. Guarantee. Permit Holder shall provide Owner with final guaranteed numbers for conference attendance, and, if applicable, for lodging and food service, no later than ten (10) working days before the earliest reserved date. Owner does not guarantee availability of facilities, food or lodging in which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.
4. Terms of Payment. A preliminary bill will be developed based on final guaranteed attendance figures provided by Permit Holder. Payment of the preliminary bill is due not later than the first day of the Event(s). After the completion of the Event(s), 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.
5. 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.
6. 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.
7. Sale of Food. All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Should concessions be requested by the Permit Holder, such request should be directed to the Institution at _____, telephone number (____) ____ - ____ and should be booked at least two (2) weeks in advance of the date of the Event(s). Concessions will not be made available at any Event(s) unless requested by the Permit Holder. Arrangements for food services, if any, shall be as outlined in Exhibit D, which is attached hereto and incorporated herein by reference.
8. 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. If such staff is procured through Owner, such staff shall nevertheless be employees of the Permit Holder and not the Owner, and shall be paid by Permit Holder.

9. Promotion and Publicity. Permit Holder agrees that unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner, no information or publicity of any nature whatsoever relating to Permit Holder's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to the Owner for approval prior to any distribution. Owner agrees that any revenues generated from radio and television shall be for the account of Permit Holder. **All such broadcasts, however, shall clearly indicate that the Owner or the Board of Regents of the University System of Georgia is not a sponsor of the event.**
10. 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.
11. 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.
12. 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).
13. 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.
14. 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.
15. 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 and lobby. With prior arrangements, clean-up can be handled by the Owner's staff or concessionaires and paid for by the Permit Holder.
16. 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. The Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents or employees.
17. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.
18. Parking. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges shall be made with the Owner and included on Exhibit E.
19. Compliance With Alcohol Policy. At all times while on the premises Permit Holder shall comply with the Institution alcohol policy and shall insure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit F.
20. Compliance With No Smoking Policy. Premises are designated as a no smoking facility and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit H.

21. 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 and 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. At any time, the Institution may request, and must be promptly provided with, copies of all pre-screening and training verification.
22. 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.
23. Compliance With All Applicable Laws, Rules and Regulations. Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.
24. Assignment. Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted at the Owner's sole discretion.
25. Governing Law. This agreement shall be governed by the laws of the State of Georgia.
26. Special Rules for Appearances of Celebrity Personalities:
- a. In the event that the personal appearance of a celebrity personality is contemplated for the event, no substitutions for such personalities or stars shall be made without the express written consent of Owner.
 - b. Radio or television broadcasts originating on or about the Licenses Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered into between the parties hereto.
 - c. If the planned personality defaults on the appearance, the liability of Owner shall be limited to the return of the permit fees charged, so long as the default is deemed by Owner to be not the fault of Permit Holder. In all other events, the permit fees will be forfeited to Owner.
 - d. If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all costs of such personnel utilization.

EXHIBIT B

Programs Serving Minors

(These are representative provisions; each institution must develop its own Programs Serving Minors procedures)

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 on programs 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 parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.
5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
6. Training. Permit Holder shall provide training to all employees, volunteers and others assisting with the program/ activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
7. 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.
8. Reporting Obligations. Criminal activity should be reported immediately to the Institution's campus police department. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.
9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Institution's campus police department and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

EXHIBIT C

LODGING ACCOMMODATIONS

1. Accommodations. Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Permit Holder may release the reserved accommodation space without penalty up to ____ (___) ____ prior to the move-in date. Accommodations for additional participants shall be on a space-available basis only. Permit Holder shall be responsible for the applicable fees for total actual participants or for the estimated participants, whichever is greater. Permit Holder shall be responsible for any loss of or damage to any of Owner's property.

2. Check-in and Check-out. Check-in and Check-out times are as set forth in the Schedule of Licensed Premises. Early arrivals and/or late departures must be arranged with conference coordinator.

3. Assignment. In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.

4. Personal Property. Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.

5. Room Keys. Each participant may check out only his or her own room key. The charge for a lost room key is \$50.00.

6. Master Keys. Permit Holder agrees that each person who receives a master key shall sign a release form pertaining to the responsibilities of having a master key and the penalties for loss of master key. The charge for a lost master key is \$5,000.00.

7. Health Care. Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.

8. Right to Enter Room. Owner reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with Owner's policies.

9. Compliance with Laws, Regulations and Policies. Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws concerning health, safety and public order. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:

a. No alcohol or drugs may be consumed or brought onto Owner's property; see Exhibit G.

b. No smoking or tobacco use will be permitted in any room or apartment or in Owner's buildings, except in those areas specifically approved for that purpose; see Exhibit H.

c. No firearms, weapons, ammunition, fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.

d. No animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission.

e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.

f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.

g.No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.

h.No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.

i. No tampering with the fire system or firefighting equipment will be permitted.

j.No removal of lounge or common area furniture into individual rooms or apartments will be permitted without permission of the Owner.

k. No gambling or solicitation in any form will be permitted.

l. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

EXHIBIT D

POOLS AND RECREATIONAL FACILITIES

(These are representative provisions, each institution should develop its own Pools and Recreational procedures)

1. Permissible Pool Activities:

(a) Recreational Swimming. The Pool and facilities are open for recreational swimming from 10:00 a.m. until 4:00 p.m. Monday through Saturday, and 12:00 noon to 5:00 p.m. on Sundays.

(b) Competitive Swimming: The Pool and facilities shall be used only during the period 4:00 p.m. to 6:00 p.m. Monday through Friday. Upon request to Owner, the pool may be scheduled for use during other periods when such use will not conflict with use by Owner's programs. Should Owner require the use of the Pool or facilities during the daily scheduled practice hours, Owner shall notify the Permit Holder 48 hours in advance and shall propose alternative practice hours.

(c) Adaptive Physical Education: The Pool and facilities shall be used only on an "as available" after Owner's schedules have been determined. Scheduling will be accomplished by the Chairman, Department of Physical Education. Use is subject to change each quarter. The pool may be scheduled for use during additional periods when such use will not conflict use by Owner's programs. Should Owner require the use of the Pool or facilities during any daily scheduled hours, Owner shall notify Permit Holder 48 hours in advance and provide with any proposed alternative use periods.

(i) A key shall be issued to the Permit Holder's representative.

(ii) The Permit Holder shall provide adult supervision of one adult for each two students, or, if the ratio is not met, the Permit Holder shall provide a certified life guard.

(iii) The Permit Holder shall provide an Assumption of Risk and Waiver of Liability form for each student, properly executed and releasing the Owner and the Board of Regents of the University System of Georgia. The release shall be in a form acceptable to Owner.

2. Legal Compliance. The Pool, as made available to is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.

a. If Owner determines that a member of its institution staff must be present at the Pool during the Permit Holder's use of the Pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.

b. Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.

3. Maintenance and Repair. Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Pool is unavailable.

4. Limitation of Owner's Liability. Owner shall not have any liability as a result of the failure of the Pool to satisfy the Permit Holder's requirements or for failure to maintain or repair the Pool or to satisfy any other obligation except as provided in Paragraph 3.

5. Pool Operations Under this License.

5.1 Owner retains, and Permit Holder may not interfere with:

a. Owner's access to the Pool and Facilities at all times to exercise its rights or responsibilities.

- b. Owner's right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.
- c. Owner's right to remove any person who fails to comply with this Agreement or whose removal from the Pool the Owner in good faith believes is necessary for the safe and orderly operation of the Pool.

5.2 Permit Holder shall:

- a. Use the Pool in a safe and orderly manner.
 - b. Comply with Owner's regulations and directives governing the safe and orderly operation of the Pool.
- c. Conform to all governmental statutes, regulations, ordinances and directives.
- d. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.
- e. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted material or any trade name.
- f. Not in any way damage, deface, or alter the Pool.
- g. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.
- h. Not fasten any article, drill holes, drive nails, or screws into the walls, floors, woodwork, or partitions; nor shall Permit Holder paint or spray paint the walls, floors, woodwork or partitions; without the consent of the Owner.

6. Planning Requirements for Competitive Swimming or Adaptive Physical Education.

6.1 Proposed Plan: At least seventy-two (72) hours prior to the beginning of the License Period, Permit Holder shall provide Owner its proposed plans for its activities in the Pool, which shall contain all information reasonably available to Permit Holder about the event, but which shall include at least the name and address of Permit Holder's primary on-site representative, its security and emergency medical services representatives, and its representatives for any other services.

6.2 Review of Plan: Owner shall promptly review the proposed plans for general conformance to this Agreement and policies of the Owner. Permit Holder shall provide such additional planning information Owner reasonably requests for that review. After consultation with Permit Holder, Owner may require Permit Holder to make changes in the proposed plans to attain the safe and orderly operation of the Pool, compliance with this Agreement and Owner's policies, and coordination of the use of common areas and other users of the Pool. Permit Holder may not make material changes in the proposed plans submitted to the Owner without Owner's consent. Permit Holder shall conduct its operation in substantial conformity with the approved plans as submitted.

EXHIBIT E

FOOD SERVICES AND CONCESSIONS

(These are representative provisions; each institution should develop its own Food Service Rules)

1. **Sale of Food.** All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires.
2. **Clean-up and Garbage Removal.** Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service.
3. All food services should be booked at least two (2) weeks in advance.

EXHIBIT F

PARKING

(These are representative provisions, each institution should develop its own Parking Rules)

1. **Lodging Facilities.** Parking is limited to one vehicle per room, with the license plate noted on the lodging registration form. Unnumbered and unmarked parking spaces in the parking lot adjacent to the lodging facility may be utilized on a space available basis. No parking sticker or permit is required. For oversize and specialty vehicles, see restrictions below.
2. **Conference Facilities, Pools and Recreation Facilities.** Parking is by permit only. A temporary permit/sticker shall be issued to each authorized vehicle through the Permit Holder's Representative. Each such permit/sticker shall indicate the dates and particular parking lot in which parking is permitted. Within each such lot, unnumbered and unmarked parking spaces may be utilized on a space available basis. Depending upon the circumstances, a special numbered or named space permit may be issued authorizing a vehicle to be parked in a numbered or named parking space. For oversize and specialty vehicles, see restrictions below.
3. **Oversized or Specialty Vehicles, Trailers, Campers, and Recreational, Vehicles.** Any oversized or specialty vehicle, trailer, camper or recreational vehicle, must be parked in the designated oversize vehicle parking facility. In general, any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon a vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility. A special permit is required. For lodging residents, the permit is obtained from the lodging facility manager. For other Permit Holder vehicles, the permit is obtained through the Permit Holder's Representative or from campus parking control. A special fee may be required for parking in the designated oversize vehicle parking facility.
4. **Visitor Parking.** Parking in spaces designated as "visitor" parking is temporary parking available on a first come, first served basis. No overnight parking is permitted in a "visitor" parking space.
5. **Parking Violations.** Violations of the parking rules may subject the vehicle owner to citation and fine. Such citations will be issued through the campus security/traffic control office. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the license granted to the Permit Holder.
6. **Parking Fees.** Owner reserves the right to charge parking fees "at the lot" for attendees at any event.
7. **No Liability of Owner.** Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Any charges are for the use of space only. Owner assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. Owner disclaims any and all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

EXHIBIT G

ALCOHOLIC BEVERAGE POLICY

(These are representative provisions, each institution should develop its own rules.)

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on Campus.

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

1. Sports and Recreation Facilities.

a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on-premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.

b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.

c. No alcoholic beverage may be carried onto or taken from the premises by any individual.

2. Special Events and Conferences: All requests must be submitted by the Permit Holder at least three weeks prior to the event. The following rules apply:

a. All program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.

b. Alcohol must be served by an authorized and licensed on-premises concessionaires.

c. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.

d. The Permit Holder may either arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor, or may purchase the alcoholic beverages and deliver them to the concessionaire or food service vendor prior to the event.

e. Food must be available at the event at all times. Food must be present in the room(s) where alcoholic beverages are to be served.

f. Alcoholic beverages must remain in the room(s) where served.

g. No alcoholic beverage may be carried onto or taken from the premises by any individual.

h. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and holds Owner and the Board of Regents harmless from all such damages.

i. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

EXHIBIT H

TOBACCO AND SMOKE-FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, this policy reinforces the USG commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. "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.

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

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

Exceptions for Tobacco Use

The President of each institution will define any exceptions to this policy. Exceptions to the policy will be very limited and on an as needed basis. The intent is the campus is tobacco and smoke free unless otherwise needed for educational purposes and/or the advancement of research on campus.

Enforcement

The overall enforcement and authority of this policy lies with the President of the institution, but it is also a shared community responsibility, which means all students, faculty, and staff share in the responsibility to help keep the campus tobacco-free. Signage to help inform our campus community and visitors will be placed throughout campus.

Violation of Policy

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