

REVOCABLE LICENSE AGREEMENT

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** by and on behalf of **KENNESAW STATE UNIVERSITY** ("Owner" or "KSU"), a unit of the University System of Georgia (hereinafter called "Owner" or "Licensor") and **Cobb County, Georgia**, a political subdivision of the State of Georgia (hereinafter called "County" or "Licensee") (collectively referred to as "Parties" or individually as "Party"). The Effective Date shall be the date the last Party signs this Agreement ("**Effective Date**").

WITNESSETH THAT:

WHEREAS, the Licensee desires to temporarily occupy and utilize certain properties and facilities owned or managed by Owner as hereinafter described; and

WHEREAS, Owner is willing to grant Licensee 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

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.** Owner hereby grants to Licensee, and Licensee hereby accepts from Owner, a revocable license, subject to the terms, conditions and provisions of this Agreement. 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 Licensee shall be permitted to occupy, use and enjoy the Licensed Premises outlined on Exhibits A and B, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of **Cobb County, Georgia holding a town hall meeting, open to the general public, on October 19, 2023** ("Event") and none other.

(a) At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises for the following purposes only: as delineated in Exhibit "A." The Licensed Premises are provided to and accepted by Licensee "AS IS, WHERE IS" with all faults. If Owner is unable for any reason to provide part of or all of the Licensed Premises specified in this Agreement, Owner shall give prompt notice thereof to Licensee.

(b) Licensee shall not in any way whatsoever use Owner's name or state or imply the endorsement of Owner, Kennesaw State University, or the State of Georgia of the activities of Licensee. Failure of Licensee to comply with this provision shall be considered grounds for immediate termination of this Agreement by Owner.

(c) Licensee shall not conduct any business activities within the Licensed Premises or the Building other than those activities described in Exhibit "A."

(d) Owner shall have access to the Licensed Premises at all times during the time Licensee is permitted to occupy, use and enjoy the Licensed Premises under this Agreement.

(e) Owner reserves the right to refuse admittance to or remove from the Building and the Licensed Premises any person or persons found objectionable by Owner in its sole discretion.

(f) Licensee agrees that it will not in any way injure, damage, mar or deface any portion of the Building or the Licensed Premises, including but not limited to the floors, walls, ceilings, furniture, fixtures, equipment and systems. Licensee shall reimburse Owner for any such damage or injury caused by Licensee, its employees, agents, contractors.

(g) All property brought onto the Licensed Premises by Licensee, its employees, agents, contracts, invitees or

other persons admitted to the Licensed Premises by Licensee shall be at the sole risk of Licensee. Owner shall not be responsible for any such property or liable for any loss, damage or injury to Licensee, its employees, agents, contractors, invitees or other persons admitted to the Licensed Premises by Licensee.

(h) Licensee shall make no alterations in or additions to the Licensed Premises.

(i) Licensee shall utilize parking spaces identified on Exhibit A. Owner reserves the right to designate the parking spaces to be utilized by Licensee. Owner assumes no responsibility whatsoever for loss or damage to any vehicle or its contents from use of any parking space.

(j) Licensee acknowledges and agrees that persons employed by Owner may take photographs, videos and/or other recordings of the Event(s) and/or Event attendees or participants (collectively referred to herein as "Media"). Owner may use such Media without limitation and without compensation to Licensee upon Licensee's prior written consent. Licensee shall inspect and/or approve, in whole or in part, Owner's usage of such Media or any other promotional material Owner creates..

2. Consideration. In consideration of Owner's willingness for the Licensee to occupy, use and enjoy the premises as above indicated, the Licensee agrees to pay Owner the sum of the Rental Fees, in addition to such other charges as outlined in Exhibit A.

3. Notices. All notices and other communications shall be in writing and sent by first class certified mail, return receipt requested, postage prepaid; or by overnight delivery service; or personally hand delivered to the applicable party at the following addresses:

To KSU: Kennesaw State University
3200 George Busbee Pkwy NW
Kennesaw, GA 30144
Attention: Joseph Skopitz

To Licensee: Cobb County Manager
100 Cherokee Street, Suite 300
Marietta, GA 30090

County Attorney's Office
100 Cherokee Street, Suite 350
Marietta, GA 30090

4. Responsibility.

(a) Licensee shall bear the responsibility and be liable for any act or omission, on the part of Licensee, its officers, agents, employees, subcontractors and/or others working at the direction of Licensee or on Licensee's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that Licensee and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and Licensee retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this Agreement.

(b) Licensor shall bear the responsibility and be liable for any act or omission, on the part of Licensor, its officers, agents, employees, subcontractors and/or others working at the direction of Licensor or on Licensor's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this Agreement, or due to any breach of this Agreement; provided, that Licensor and its respective governing body does not waive its sovereign immunity by entering into this Agreement, and Licensor retains all immunities and defenses provided by law with respect to any action based or occurring as a

result of this Agreement.

5. Compliance with Applicable Laws. Licensee shall comply with and adhere to all of Owner’s policies, guidelines and all applicable local, state, and federal laws, rules, ordinances, orders, guidelines, and regulations regarding the Licensed Premises or concerning health, safety, and public order. Failure of Licensee and/or any of its participants to comply with these laws, regulations, guidelines or policies may result in forfeiture of the privilege of using Owner’s facilities, or termination of this agreement, as well as other damages allowed under applicable law.

6. General Provisions.

(a) Time is of the essence of this Agreement.

(b) Nothing contained in this Agreement shall make or be construed to make Owner and Licensee partners in, of, or joint ventures with each other.

(c) If any provision of this Agreement should be ruled void, invalid, unenforceable or contrary to public policy by a court of competent jurisdiction, then all remaining provisions of this Agreement shall survive and be applied to the fullest extent possible.

(d) The revocation of the license granted by this Agreement or the termination of this Agreement shall not operate to cut off any claims or causes of action in favor of Owner or Licensee that occurred or arose prior to the effective date of such revocation.

(e) No failure of either party to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party’s right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

(f) This Agreement shall be construed by the laws of the State of Georgia.

7. Insurance. Licensee is self-insured.

8. Cancellation for Force Majeure. In the event that acts of God, fire, wind storm, casualty, war, pandemic, epidemic, national or state emergency, acts or regulations of public authorities, riots, strikes, civil tumult, interruption or delay of transportation service, or any other unforeseen circumstance beyond the control of the Owner (a “Force Majeure Event”) makes it impossible or impractical for the Owner to perform its obligations hereunder, or if the intended uses or events permitted hereunder shall otherwise be made impossible by a Force Majeure Event, then this Agreement shall stand canceled, and the Owner shall not be liable to Licensee for any damages or penalties as a result of such cancellation. Owner shall provide written notice of such cancellation to Licensee.

9. 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 Schedule of Licensed Premises & Consideration
- Exhibit B General Provisions

10. 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.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be signed as of the Effective Date.

**LICENSEE:
COBB COUNTY, GEORGIA**

**LICENSOR:
BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF
OF KENNESAW STATE UNIVERSITY**

By: _____

By: _____

Name: Lisa N. Cupid
Title: Chairwoman, Cobb County Board of
Management
Commissioners

Name: Joseph Skoptiz
Title: Executive Director of Event and Venue

Date: _____

Date: _____

Licensee's Federal Tax ID No.: Licensee is tax exempt; _____.

Attached Exhibits: Exhibit A (Schedule of Licensed Premises & Consideration), Exhibit B (General Provisions).

EXHIBIT A

Schedule of Licensed Premises

Schedule (For multiple day/location events)

Date	Day	Start Time	End Time	Location
10/19/2023	1	5:00 pm	9:00 pm	KSU Center

Activity: Cobb County, Georgia Holding a Town Hall Meeting for the General Public

Parking: At or near the KSU Center _____

Consideration:

- Rental Fee: \$0.00;
- Other Charges: \$0.00;

[End of Exhibit A]

EXHIBIT BGeneral Provisions

1. Licensed Premises. All facility uses and accommodations shall be described and governed by Exhibit A. The Licensed Premises is provided and is accepted by Licensee "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 Licensee.
2. Termination This Agreement may be terminated by Licensor or Licensee, with or without cause, at any time.
3. Taxes. Unless Licensee provides Owner with evidence of tax exempt status, Licensee shall be responsible for the payment of all local, state and federal taxes which may be imposed under this agreement.
4. Event Staffing. KSU will determine staffing needs for the Event (including but not limited to: security, police, electricians, audio/visual technicians, stage hands, property men, electricians, clean-up or janitorial staff and any other necessary labor for the Event). The staffing plan will be discussed with the Licensee and agreed to prior to the event. KSU recognizes that this plan may include volunteers provided by Licensee. Final decisions on staffing needs will be made by Owner.
5. Promotion and Publicity. Licensee agrees that unless and until a fully signed original of this Agreement has been delivered to both Licensee and Owner, no information or publicity of any nature whatsoever relating to Licensee'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 Licensee. **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.**
6. Signs and Business. Licensee 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. Licensee shall not conduct any business activities within the premises without the Owner's prior written permission.
7. Licenses, Permits and Copyright Royalties. Licensee shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Licensee 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). Upon Licensee's prior consent in writing, Owner is permitted to use its photographs, videos, recordings, or other copyrighted media from the Event(s) for any purpose and shall not compensate Licensee for such use.
8. Owner's Right to Remove. The Owner reserves the right to remove any objectionable person or persons from the premises.
9. Damages to the Premises. Licensee 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. Clean-up following the Event(s) shall be the responsibility of the Licensee. Licensee shall be responsible for the removal of any trash from the floors of the premises and lobby.
10. No Alterations or Improvements. Licensee shall make no alterations in or additions to the premises.
11. Compliance With Fire Safety Standards. In accordance with accepted standards for fire safety, Licensee agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Licensee 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). Licensee 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.

12. Assignment. Licensee 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.

[End of Exhibit B]