

Approved by OLA 2/16/23

GSU CONVOCATION CENTER FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (“Agreement”) is made and entered into this **9th day of December, 2024** (“Effective Date”), by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (“Licensor”) and **Dekalb County School District (“DCSD or Licensee”)**, whose address is **1701 Mountain Industrial Drive, Stone Mountain, GA 30083**.

WITNESSETH THAT:

WHEREAS, Licensee desires to temporarily occupy and utilize Licensor’s certain properties and facilities as hereinafter described; and

WHEREAS, Licensor is willing to grant Licensee a revocable license for the temporary use and occupancy of said properties and facilities, but only upon the promises, covenants and agreements hereinafter set forth; and

NOW, THEREFORE, in consideration of the facilities and their mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1.

FACILITIES

The facilities covered by this limited, non-exclusive, conditional and temporary occupancy and use permit, or license, is the **Georgia State University Convocation Center (“Center”)**, located on the campus of Georgia State University at 445 Capitol Avenue, Atlanta, Georgia 30315 (hereinafter referred to collectively and individually as “Facilities”). The Center shall include only those areas specifically authorized by Licensor for Licensee’s use for the Event (as defined below), as more particularly described in Exhibit A.

2.

PERMITTED USE

The license given by this Agreement is for the limited purpose of allowing Licensee to use the Facilities, as defined herein, for the **2025 DeKalb County School District Graduations and all pre-approved ancillary activities associated with this event** (collectively, “Event”) as further described in Exhibit A, attached hereto and incorporated herein by reference, and for no other purpose. All use of the Facilities will be limited to the times, dates and approved locations listed herein. Licensee expressly acknowledges that any unauthorized access within the Center by Licensee, its employees, agents or invitees shall constitute a material default of this Agreement. In the event of such default, Licensor may, in its sole discretion, immediately terminate this Agreement and Licensor shall not be responsible for any and all claims, demands, liabilities, and/or expenses arising from or in connection with such termination, and Licensee shall not be entitled to a pro-rata refund of the Use Fee or any other payments made by Licensee in connection with this Agreement.

3.

TERM

The time during which Licensee shall be permitted to occupy, use, and enjoy the Facilities shall **begin on the 20th of May 2025 and ending on the 25th of May 2025** (“Term”) as may be further described in Exhibit A.

4.

CONSIDERATION

a. Use Fee: In consideration of Licensor’s willingness for Licensee to occupy, use and enjoy the Facilities as above indicated, Licensee agrees to pay Licensor a use fee (“Use Fee”) in the total amount of **Three Hundred Fifty-Nine Thousand, One Hundred and Thirty-Three Dollars and Seventy-Five Cents (\$359,133.75)** for Licensee’s

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usage of the Facilities. **A deposit of Twenty-Five Percent of the Use Fee (\$89,783.44) shall be due within 5 business days of the full execution of this agreement.** The remaining Use Fee of **Two Hundred, Sixty-Nine Thousand, Three Hundred and Fifty Dollars and Thirty-One Cents (\$269,350.31)** shall be due and payable no later than **10:00 a.m. EST on May 20th, 2025**. All checks should be payable to: "Georgia State University." In the event of Licensee's failure to remit the above-referenced payment by such date, Licensor may immediately terminate this Agreement thereby releasing Licensor from any and all liability arising out of or resulting from this Agreement.

b. Additional Charges: Licensee shall be responsible payment of all additional charges, as may be further described below or in the attached Exhibits. Additional Charges may include:

- i. Event Personnel: Licensor shall furnish, at Licensee's sole cost and expense, the Event Personnel ("Event Personnel"), including ticket takers, ushering staff, security, emergency services ("EMS"), box office personnel, installation personnel, and the like. Event Personnel also includes Licensor's personnel that shall be provided at Licensee's sole cost and expense if in the estimation of the Director of Athletics or his designee such personnel is required (the "Licensor Event Staff"). Licensor Event Staff includes, but is not limited to, event supervisors, cleaning / janitorial staff, office attendants, grounds keepers, laborers, technicians, control room production staff, and all other personnel reasonably necessary for the proper conduct of the Event.
- ii. Security: Licensee acknowledges that although Licensor's Police Department provides normal routine patrol of all areas of Georgia State University, Licensor cannot guarantee security to the Facilities. Licensee shall be solely responsible for the security of its equipment and that of its personnel and invitees on Licensor's property. Licensor shall furnish, at Licensee's sole cost and expense, police and/or security and/or parking officers as deemed necessary by Director of Athletics or his designee for traffic, parking, crowd control and general safety. If, during the course of the Event, Licensor reasonably determines that security for the Event is insufficient for proper crowd control, then Licensor may summon such additional officers as are deemed reasonably necessary. Licensee shall be responsible for payment of such additional security at the same rate as Licensee has agreed to pay for other security personnel for the Event. In the event that off-duty police officers are summoned, then the compensation shall be based on the greater of four (4) hours or the actual time devoted to the Event.
- iii. Equipment: Licensee must submit a list of all equipment requested from Licensor on a rental basis, in writing no later than one (1) month prior to the Event date. Such equipment will be made available only with the express written consent of Licensor prior to set-up and use on the Facilities. Licensee assumes the sole cost and expense for rental, set-up and removal of all equipment provided by Licensor. Any other equipment Licensee intends to utilize for the Event must also be approved in writing by Licensor prior to setup.

c. Additional Payment Information: A preliminary bill will be developed based on final guaranteed attendance figures provided by Licensee prior to the commencement of the Term. Payment of the preliminary bill is due no 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 Licensee. Licensee shall pay Licensor for all unpaid charges within thirty (30) days after receipt of the final bill. Licensee agrees that if it fails to pay the charges or any part thereof in accordance with this Agreement, or if Licensee violates any other provision of this Agreement, all remaining obligations of the Licensor under this agreement shall, at the option of the Licensor, cease and be terminated upon written notice to the Licensee. Unless Licensee provides Licensor 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.

5.

NO ASSIGNMENT

Licensee may not assign or sublicense any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Licensor's prior written permission. Any permission may be withheld or granted at the Licensor's

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sole discretion. Licensor may assign or sublicense any of its rights or obligations conferred by this Agreement, either in whole or in part, to the Georgia State University Athletic Association, Inc. without Licensee's prior written permission.

6.

PARTIES REPRESENTATIVES AND NOTICE

All notices required by this Agreement shall be mailed by certified mail or hand delivered to the following representatives:

LICENSEE'S REPRESENTATIVE		LICENSOR'S REPRESENTATIVE
Name:	Dr. Devon Horton Superintendent of Schools	Brad Freeman VP for Finance & Administration
Address:	DeKalb County School District 1701 Mountain Industrial Drive Stone Mountain, GA 30083	Georgia State University Finance & Administration 75 Piedmont Ave Atlanta, GA 30303
Telephone:	(678) 676-1376	(404) 413-3035
Email:	Maria_marquez@dekalbschoosga.org	jfreeman61@gsu.edu
LICENSEE'S REPRESENTATIVE		LICENSOR'S REPRESENTATIVE
Name:	Dr. Bernetta Jones Bernetta_jones@dekalbschoolsga.org (678) 898-2883 Ms. Jackie Simmons Jackie_simmons@dekalbschoolsga.org (678) 676-0731	Mr. Amar Agha Associate General Counsel
Address:		Georgia State University Office of Legal Affairs Centennial Hall 100 Auburn Avenue, Suite 315 Atlanta, Georgia 30303
Telephone:	() -	(404) 413-0500
Email:		aaghal@gsu.edu

7.

RESERVED

8.

INSURANCE

Licensee 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, advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

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Coverage	Limit
1. Personal Injury and Advertising	\$1,000,000.00 per Occurrence
2. Contractual (if applicable)	\$1,000,000.00 per Occurrence
3. Fire Legal (if applicable)	\$1,000,000.00 per Occurrence
4. General Aggregate	\$2,000,000.00
5. Commercial Umbrella Liability	\$2,000,000.00 per Occurrence
6. Sexual Abuse/Molestation (if applicable)	\$1,000,000.00 per Occurrence

All policies above cover the period of Licensee’s occupancy and use of the Facilities, 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 Licensor 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. §50-21-20 et seq.). Licensee shall furnish Licensor with a Certificate of Insurance (hereinafter “Certificate”), naming the Licensor as Certificate Holder, and evidence of full payment of the policy premium thereon at least forty-eight hours prior to occupancy. Said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the Facilities by the Licensee in the absence of ten (10) days prior written notice by the Insurer to Licensor prior to the occupancy and use of the Facilities by the Licensee pursuant to this Agreement. Licensee’s failure to obtain and furnish evidence of the required insurance shall constitute default.

9.

TERMINATION

(a) **Licensor Termination:** If at any time the Licensee’s use of the Facilities violates any federal, state, city or laws, or Licensor’s regulations or policy, Licensee shall either immediately cease and desist from continuing such use or shall surrender the Facilities upon demand of Licensor’s authorized representatives. Licensor may immediately terminate this Agreement at any time, for any act(s) and/or omissions of the Licensee, its invitees, agents, or employees which Licensor determines in its reasonable discretion pose a risk to public health or safety. Licensee agrees to indemnify and hold the Indemnities harmless from and against any and all claims, demands, liabilities, and reasonable expenses (including reasonable attorneys’ fees and costs) arising from or in connection with such termination. Unless Licensor terminates because Licensee has violated the terms of this Agreement, or because participants or attendees have violated applicable laws or Licensor policies, termination by the Licensor shall result in a pro rata refund of the applicable Use Fee, based on the portion of the use period that was actually used but less any expenses incurred by the Licensor. No refund shall be payable to Licensee if such termination occurs as a result of a violation of the terms of this Agreement.

(b) **Licensee Termination:** Licensee may terminate this Agreement at any time prior to the start of the Term by providing written notice to Licensor. In the event of such termination, Licensee forfeit all deposits paid to Licensor and shall, within thirty (30) days from notice of cancellation, pay Licensor a cancellation fee (hereinafter the “Cancellation Fee”) in accordance with the following schedule:

Date of Termination	Cancellation Fee
Effective Date – 30 days prior to start of the Term	25% of the Use Fee
29 – 7 days prior to start of the Term	50% of the Use Fee
6 days or less prior to start of the Term	90% of the Use Fee

10.

FORCE MAJEURE

Commented [DD(1): State agencies are prohibited from agreeing to pay late payments or cancellation charges, as such payments are considered a penalty or gratuity that the State is constitutionally prohibited from paying. (Atty. Gen. Position Paper, dated August 8, 1978; *Bently v. State Board of Examiners*, 152 Ga. 836 (1922)). Agreeing to pay such charges would also pledge the credit of the State in violation of the Constitution. 1974 Op. Att’y Gen. 74-115.

Commented [NB2R1]: Updated termination matrix added below.

Commented [NB3]: Updated termination matrix added 3.8.24

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In the event that Licensor's performance hereunder becomes impossible or impractical due to causes beyond Licensor's control, including, but not limited to, acts of God, acts of war or terrorism, acts of the United States government, or any State government, territory or political subdivision thereof or the District of Columbia, fire, flood, earthquake, natural disaster, epidemics, stock market disruptions, quarantine restrictions, strike, civil disorder, or transportation curtailment (hereinafter collectively referred to as a "Force Majeure"), this Agreement shall stand cancelled and the Licensor shall not be liable to Licensee for any damages as a result of cancellation.

11.

EQUIPMENT

All property and/or equipment brought onto the Facilities by the Licensee, its members, participants, and invitees, shall be at the sole risk of the Licensee. Licensor shall not be responsible for such property nor liable for any damages or injury to Licensee, its members, participants, invitees, or employees. Licensee must remove such equipment upon conclusion of the Event(s). Licensee must remove any and all property, pictures, notices, decorative items and/or equipment brought onto the Facilities by Licensee, its invitees, agents, employees or others working or enjoying the Facilities on behalf of the Licensee by **10:00 AM on May 26, 2025** and Licensee must return the Facilities to the Licensor in the same condition in which it was in prior to use by the Licensee. Any property left in the Facilities shall, after a period of ten (10) days from the last day of use hereunder, be deemed abandoned and shall become the property of the Licensor to be disposed of or utilized at Licensor's sole discretion.

12.

DAMAGES TO FACILITIES

Licensee shall make no alterations in, or additions to, the Facilities without the prior express written consent of Licensor. Such consent shall be at Licensor's sole discretion. Licensee shall not injure, mar, or in any way damage the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred, or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind to the Facilities. In the event of damages to the Facilities, Licensor shall provide Licensee with an itemized invoice of such damages within fifteen (15) days from the end of the Term, and shall be due and payable upon Licensee's receipt of invoice.

13.

COMPLIANCE AND ACCESS

When using the Facilities, Licensee agrees to comply with all applicable state, federal or city laws and regulations, including, but not limited to, all applicable public health and safety standards (e.g. social distancing, face coverings, etc.), and to pay all taxes, if any, imposed by law in connection with this Agreement. Licensee also agrees to comply with the policies and regulations of the Licensor pertaining to the use and occupancy of the Facilities. Licensee shall use and occupy the Facilities in a safe and careful manner and shall comply with all rules and regulations prescribed by Fire and Police Departments and other government authorities, as may be in force and affect during the occupancy in use of said Facilities by the Licensee. All portions of sidewalks, entrances, passages, and access to public utilities shall be kept unobstructed by Licensee and shall not be used for any purpose. Licensor's authorized representatives may enter upon the Facilities at any time to make inspections to ensure Licensee's compliance with this Agreement and shall have free access at all times to the Facilities for the purpose of conducting the Licensor's customary business operations. 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 Facilities. Licensor reserves the right to remove any objectionable person or persons from the Facilities and Licensee expressly waives any right to damages for such removal.

14.

TOBACCO & SMOKE FREE CAMPUS POLICY

Licensee acknowledges and agrees that the use of all forms of tobacco products on the Facilities and/or property owned, leased, rented, in the possession of, or in any way used by Licensor or its affiliates is expressly prohibited. Licensee is subject to, and shall comply with, the University System of Georgia Tobacco and Smoke Free Campus Policy (“Tobacco Policy”), and Licensee agrees to enforce the Tobacco Policy with respect to its invitees, agents, employees or others working or enjoying the Facilities on behalf of the Licensee. The Tobacco Policy is available at <https://www.gsu.edu/university-policies/>.

15.

ALCOHOLIC BEVERAGE POLICY

Licensee is subject to, and shall comply with, Licensor’s Alcoholic Beverage Policy (“Alcohol Policy”), and Licensee and agrees to enforce the Alcohol Policy with respect to its invitees, agents, employees or others working or enjoying the Facilities on behalf of the Licensee. The Alcohol Policy is available at <https://www.gsu.edu/university-policies/>. Notwithstanding the above, there shall be no purchase or service of alcoholic beverages at the Facility for the Event.

16.

PROGRAMS SERVING NON-STUDENT MINORS

If Licensee’s use of the Facilities under this Agreement will involve the care or custody of minors (children under the age of 18) who are not duly-enrolled students at Georgia State University, then Licensee shall take precautions to assure the safety and well-being of such minors. Specifically, in this instance, Licensee is subject to the Georgia State University Programs Serving Non-Student Minors Policy (“Policy”), *unless exempted*, as a “Hosted Program” as defined in the Policy. The Policy is available at <https://risk.gsu.edu/minors-on-campus/>.

Licensee will receive an email with a link to register its program. Approval of the use of facilities is contingent on the Licensee completing registration. Exemptions from the Policy must be confirmed in writing by the Georgia State University Office of Safety & Risk Management. Exemptions under the Policy may include, for example, an Event where minors are supervised by their parent or legal guardian. Licensor reserves the right, in its sole discretion, to approve or deny any such exemption requests.

Licensee acknowledges receipt of the Policy and, if not exempt, expressly agrees to:

- a) As part of Licensee’s selection of its Event staff and volunteers, request disclosure of criminal conviction history;
- b) Obtain background check/screening, as follows, of all its prospective Licensee Event staff and volunteers who may have contact with minors during the Event. The screening shall include, at a minimum:
 - i. A state and federal criminal history check covering seven (7) years;
 - ii. A nationwide sex offender registry search.Alternatively, Licensee may review the results of a similar screening that took place within the last year.
- c) Ensure that no Licensee staff or volunteers will be present at the Event who have a criminal history indicating that they are unsafe to children.
- d) Train Licensee Event staff and volunteers on Georgia law regarding required reporting of suspected child maltreatment. A free online training is available on the website of the Office of the Child Advocate, <https://oca.georgia.gov/mandated-reporting>.
- e) Prepare safety and security plans as appropriate to the Event, and train Licensee Event staff and volunteers accordingly.
- f) In addition to Licensee’s other insurance requirements under this Agreement, obtain and maintain sexual molestation insurance covering the period of Licensee’s occupancy and use of the Facilities, with limits not

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of not less than \$1,000,000 per occurrence. Such coverage may be provided either by endorsement to the commercial general liability policy as provided in this Agreement, or by stand-alone policy, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. Sexual molestation insurance must be specifically referenced on any Certificates of Insurance, as further described in this Agreement.

- g) Register program annually with the Office of Safety & Risk Management, by completing the online form at <https://risk.gsu.edu/minors-on-campus/> and providing any additional information as requested. By registering, Licensee confirms that the program has completed the above requirements. Select that the program is "Operated by Other Third Party Organization."
- h) Complete any applicable licensing requirements (or obtain an exemption from such licensing requirements). Camps in Georgia are regulated by the Georgia Department of Early Care and Learning ("DECAL"). More information about DECAL and its camp licensing requirements can be found at www.decals.ga.gov.

Licensee warrants that, if not exempt, it shall comply with the Policy and meet all requirements as described above. At any time, Licensor may request and must be promptly provided with copies of all pre-screening and training verification, and failure to do so shall constitute a material breach that will operate to automatically terminate this Agreement without refund of any previously paid funds. Licensee does hereby release, indemnify and hold harmless Licensor and the State of Georgia from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorney's fees, arising out of or resulting from this Agreement of any act or omission on the part of Licensee, its invitees, agents, employees, or others working or enjoying the Facilities on behalf of the Licensee.

17.

PARKING

Licensee understands and agrees that parking facilities adjacent to or near the Facilities are limited. Any arrangements for the availability of parking facilities shall be coordinated with the Licensor in advance of the Term, and Licensee shall be responsible for additional parking charges, as may be further described in Exhibit A. Licensor reserves the right to provide and control all parking at the Event. Licensor may charge a parking fee to Event patrons. All parking revenues and all parking rights shall belong to Licensor. Licensee and all Event participants and invitees must abide by all Licensor parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization, and the like.

18.

CONCESSIONS

Licensee understands and agrees that this Agreement shall not grant to the Licensee any food or beverage concession rights, which belong solely to Licensor. Accordingly, the sale of all food or beverages except by Licensor and/or Licensor's concessionaire(s) is strictly prohibited. Licensor shall retain all revenues obtained through food or beverage concessions at the Facilities during the Event. Licensee explicitly understands and agrees that Licensor has a contractual relationship to provide only Coke products at the Facilities and Licensee will undertake no activities that impair or impede that relationship.

19.

NOVELTIES AND MERCHANDISE

Licensee shall have the right to sell, or give away, all non-consumable merchandise of all types or descriptions, including but not limited to, licensed merchandise, souvenirs, novelties, premiums, magazines and programs at the Facilities on each Event day, except for Licensor trademarked items. All concessionaires engaged by Licensee for this purpose shall be granted access to the Facilities in order to deliver their supplies, to set up and to render their services. Licensor shall provide sufficient space and reasonable time for such purposes. Licensee shall have the right to set

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prices (if any) for such merchandise and shall retain all revenues (if any) there from, except for Licensor trademarked items. Licensor retains the right to sell all Licensor trademarked items at all Events.

20.

ADVERTISING

Licensee agrees that unless and until this Agreement has fully executed and delivered to both parties, no information or publicity of any nature whatsoever relating to Licensee's Event(s) shall be disseminated or released.

Licensee agrees that no advertising, sponsorship, endorsement or other similar matter shall be posted or distributed in or about Licensor's Facilities without first having obtained the written permission of Licensor. Publicity for the Event(s) must be submitted to the Licensor for written approval prior to any distribution Licensor's name shall not be used in any manner to suggest sponsorship, co-sponsorship or endorsement of any kind, without prior written approval by Licensor. Licensee shall not use Licensor's trade or service marks without the prior written approval of Licensor. Licensee shall not make audio or video recordings, televise, broadcast or livestream the Event, any proposed activities, or any portion thereof, at the Facilities of Licensor without prior written approval by Licensor. Any such approval shall be at Licensor's sole discretion. Unless otherwise agreed to in writing, Licensor 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 Licensor or the Board of Regents of the University System of Georgia is not a sponsor of the event.

21.

INTELLECTUAL PROPERTY

If any material, composition or name to be used or performed under this Agreement is copyrighted, Licensee shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. Licensee agrees to be fully responsible for any fees, royalties and licensees in connection therewith. All required licenses and/or permits shall be presented to Licensor prior to the Event(s). Furthermore, the Licensee shall indemnify and hold the Indemnities harmless from any and all claims, expenses or suits for copyright infringements that may arise from the performance of this Agreement.

22.

OLYMPIC MARKS

Licensee acknowledges and agrees that any and all images or depictions of the 1996 Atlanta Olympics within the Center or any adjacent areas, including, but not limited to: images or depictions of the 1996 Atlanta Olympic Games, the 1996 Atlanta Opening Ceremony, the 'Atlanta 1996' Logo, the site formerly known as 'Olympic Centennial Center', and/or the Olympic Torch (hereinafter individually and collectively referred to as "Olympic Marks") are property of the International Olympic Committee ("IOC"). Licensee shall be expressly prohibited from photographing or video recording Olympic Marks or posting photographs and/or video recordings of Olympic Marks on social media (or any other media channel now or forever created), whether inadvertently or deliberately, without the express written consent of the IOC. Licensee shall inform its directors, officers, members, participants, invitees, representatives, agents and employees of the prohibition against the unauthorized use or depiction of Olympic Marks in any form, and Licensee expressly indemnifies and holds harmless the Indemnities from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorney's fees, due to any and all unauthorized use or depiction of Olympic Marks.

23.

WAIVER

No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving Party. No waiver with respect to a specific circumstance or event shall be deemed a waiver as to any other circumstance or event.

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24.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Georgia. The parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensor and Licensee, resulting in threatened or pending litigation, then the State Courts of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matter. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the State Courts of Fulton County, Georgia, and further waives any and all objection to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreements and/or the relationship between the Parties.

25.

ENTIRE AGREEMENT

This Agreement (with its attachment) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Further, this Agreement may be amended at any time, but only upon advanced mutual written agreement by the parties.

26.

COUNTERPARTS

This Agreement may be executed by the parties hereto by any one (1) or by any combination of the following methods: (a) by original signature, (b) in counterparts, in which case any executed counterpart, when taken with another executed counterpart or counterparts, shall constitute an original hereof, or (c) by emailed or facsimile signatures, which may be in counterpart, which emailed or facsimile signatures shall constitute original signatures.

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

LICENSEE

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM of GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY

By: _____

By: _____

Name: _____

Name: Brad Freeman

Title: _____

Title: VP for Finance & Administration

Licensee's Federal Tax ID No: _____

EXHIBIT A

SCOPE OF LICENSE

Licensee shall be permitted to use the Facilities for Licensee's **DeKalb County School District Graduations** during the period commencing on the 20th day of May 2025 at 9:00 a.m. EST and terminating on the 25th day of May 2025 at 11:59 p.m. EST in accordance with the following:

1. Event Schedule

INSERT UPDATED SCHEDULE

2. Facilities Use

Except as otherwise set forth in this Agreement, Licensee shall only have use of the following locations:

- a. Loading Dock
- b. Arena Floor
- c. Visiting Locker Rooms (2)
- d. Dressing Rooms (2)
- e. Green Room
- f. Classroom 143, 145, 147
- g. Club Room
- h. Box Office
- i. Gate 1
- j. Gate 2
- k. Gate 3

3. Applicable Charges

Additional charges, as detailed in the attached Exhibit B 'Estimate' that will be passed through to Licensee shall include:

- a. Janitorial Fees
- b. Security Fees
- c. Emergency Medical Services
- d. Audio/Visual and Lighting Services
- e. Catering Orders

4. Parking

- o The GSU CC Deck, Blue and Green Lot will be used for event patron parking. No fee will be charged for entry to the parking lots.
- o The Licensor will work with Carter or Grady directly to secure any additional parking in the Summerhill B or C Lots. Licensee will be responsible for the cost of the rented spaces from Carter or Grady.

5. Concessions

Licensor shall provide concessions for the Event and shall retain all revenues associated with such concessions. No outside food or beverage shall be authorized for entry into the Center.

Licensor grants that the Licensee will be permitted to provide its own catering for the event.

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6. Event Logistics

Licensors shall maintain final authority and control over the operation of the Event at the Center. All operational details shall be pre-approved through the Convocation Center Manager, or his designee during the Event.

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EXHIBIT B

INSERT UPDATED ESTIMATE

