



BOTANIC GARDEN

at GEORGIA SOUTHERN UNIVERSITY

1503 Bland Avenue
Statesboro, GA 30458
912-478-1149
www.georgiasouthern.edu/garden

STATE OF GEORGIA:

COUNTY OF Bulloch

LICENSE AGREEMENT/PERMIT

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 Botanic Garden at Georgia Southern University (hereinafter "Owner"), located at 1503 Bland Avenue, Statesboro, GA and the following (hereinafter "Permit Holder"):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell: _____

Email: _____

WITNESSETH THAT:

WHEREAS, 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 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 at the Botanic Garden more particularly below, collectively hereinafter "Licensed Premises" or "premises" with the permitted uses and the times during which Permit Holder shall be permitted to occupy, use, and enjoy the Licensed Premises as



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outlined in Exhibit A: General Provisions and Exhibit B: Garden Rental Policies and Procedures, attached hereto and incorporated herein by reference, and are mutually agreed to by the parties hereto.

The Permit given by these presents is for the purpose of ("Event") and none other.

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

Type: Rehearsal Dinner Wedding Reception Other: _____

Space: _____

Of Attendees (include hosts/wedding party): _____

NOTE: The Garden will count attendees. If the number exceeds the original number, the Permit Holder will be charged for the appropriate package.

Botanic Garden Initials: _____ *Permit Holder Initials:* _____

CONSIDERATION: In consideration of Owner's willingness for Permit Holder to occupy, use, and enjoy the premises as above indicated, Permit Holder agrees to pay Owner the sum of Rental Fees according to the following Payment Schedule:

Security Deposit (Not Calculated in Total Rental Fee) \$ _____ Date Paid: _____

Total Rental Fee * \$ _____

6 Month Payment (1/2 of Rental Fee) \$ _____ **Date Due:** _____ Date Paid: _____

3 Month Payment (Remaining Bal.) \$ _____ **Date Due:** _____ Date Paid: _____



** As planning proceeds, if Permit Holder opts to add additional hours for setup and/or cleanup, contact Facility Rental Coordinator and pay for additional hours. If additional charges are incurred during event, Permit Holder will receive a final bill and shall pay Owner within thirty (30) day's after receipt of final bill.*

- 2. TWO-WEEK DETAIL MEETING:** Permit Holder is required to meet with Owner for a final meeting two weeks before the event (see date above). This will ensure all details have been communicated and event will run smoothly. Please be prepared to let Owner know of any changes in vendors, number of attendees, or any other plans. Additional event costs may apply which must be paid in full before the event. Pre-arranged additional hours are available at \$100 per hour, prior to the Two-Week Detail Meeting. After the Two-Week Detail Meeting, any additional scheduled or unscheduled hours will be billed at \$200 per hour.

Mandatory Two-Week Meeting to be scheduled for week of _____

- 3. PAYMENT IN FULL:** Full payment of rental fee must be made **no later than 3 months** before event (see date above). Failure to pay by date listed will result in cancellation of event and forfeiture of all fees paid. Pricing is based on rental hours, number of guests, and wear and tear on the Garden. Pricing subject to change without notice.
- 4. CANCELLATION POLICY:** Once Permit Holder has reserved the date and paid Security Deposit, cancellation at any point will result in forfeiture of Security Deposit. Cancellation of all or part of rental at 6 months or closer to date of event results in forfeiture of Security Deposit and all payments. Cancellation due to weather or conditions beyond the Garden's control results in the forfeiture of all payments made. Determination of extreme or unsafe conditions will be made by the Garden, in consultation with various weather authorities. To cancel, notify Owner immediately in writing and request Event Cancellation Form. This must be signed by Permit Holder and returned to Owner to finalize cancellation.
- 5. 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 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 Owner, this contract shall stand canceled and Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.



6. **RESCHEDULE POLICY:** Should circumstances require Permit Holder to reschedule event, Permit Holder will forfeit Security Deposit. Permit Holder may apply other paid funds plus a NEW Security Deposit to reserve a NEW event date within one year from original date, subject to availability, with possibility of additional fees. Rental rates are subject to change at any time.
7. **TERMS AND CONDITIONS:** The terms and conditions contained in Exhibit A: General Provisions and Exhibit B: Garden Rental Policies and Procedures following this document and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties.
8. **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.
9. **INDEMNIFICATION:** Permit Holder indemnifies and holds harmless the Garden, Georgia Southern University, 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 Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of Permit Holder, or due to any breach of this Agreement by 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 Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of 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, Permit Holder shall reimburse the Funds for such monies paid out by the Funds.
10. **ENTIRE AGREEMENT:** This Agreement sets forth all the 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



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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.

I understand that the Garden is a botanical garden first and agree to maintain the integrity of every plant and garden bed. I agree to adhere to all the Garden's policies and procedures for the protection of the Garden for generations to come. I warrant that the organizations or individuals representing me agree as well, and that I am responsible for any or all damages resulting from this event, which may cause the forfeiture of my Security Deposit and perhaps additional charges. I understand that the Garden is a venue only, not a decorating or event planning service, and will provide the services outlined above. I understand that additional requests or changes may result in additional fees. I agree to all conditions and costs itemized above.

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

Permit Holder Signature: _____

Date: _____

Garden Representative Signature: _____

Date: _____

Attached Exhibits:

Exhibit A: General Provisions

Exhibit B: Garden Rental Policies and Procedures