

SAMPLE CONTRACT

STATE OF GEORGIA
COUNTY OF CHATHAM

USE PERMIT

This agreement made and entered into this _____ day of _____, 20____, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, by and on behalf of the University of Georgia, Bamboo Farm and Coastal Gardens (hereinafter called "Owner") and _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ THE ABOVE ADDRESS IS WHERE THE DEPOSIT WILL BE RETURNED.

(hereinafter called "Permit Holder")

WHEREAS, the Permit Holder desires to temporarily occupy and utilize certain of Owner's hereinafter described properties and facilities (hereafter called "Premises" and

WHEREAS, Owner is willing to permit Permit Holder to temporarily occupy and utilize said Premises, but only upon the promises, covenants and agreements hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

PREMISES

1. The premises covered by this temporary occupancy and use permit, or license, is (are) _____ at the Bamboo Farm and Coastal Gardens located at 2 Canebrake Road, Savannah, GA 31419.

TIME OF USE

2. The time during which the Permit Holder shall be permitted to occupy, use and enjoy the premises shall be between the hours of _____ a.m. and _____ p.m. on _____.

DEPOSIT PAID _____ FEE PAID _____

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CONSIDERATION

3. In consideration of Owner's willingness for the Permit Holder to occupy, use, and enjoy the Premises, the Permit Holder agrees to pay the Owner the sum of \$ _____, such sum to be paid to the Bamboo Farm and Coastal Garden on or before _____.

ADDITIONAL FEES & SECURITY DEPOSIT

4. In addition to the fee described above, Permit Holder will be responsible for paying any and all expenses incurred by Permit Holder and/or owner in support of or as a result of the use of the Premises. Such expenses may include but are not limited to cleaning costs, security costs, parking fees, and setup and takedown costs. The Permit Holder shall pay to Owner the amount of _____ which shall be held by the Owner as a security deposit for any damage to the Premises or other loss or expense incurred by the Owner due to the use, the Permit Holder agrees and acknowledges that the Owner may use the security deposit for payment of same without prior approval of the Permit Holder. The amount of the security deposit paid hereunder is not a limit of the Permit Holder's liability to Owner for damage, loss or expense and any claim for same by the Owner shall be paid immediately by the Permit Holder.

USE

5. The permit given by these presents is for the purpose of:

NONASSIGNABILITY

6. The permit, use and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person or entity whatsoever.

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INDEMNIFICATION

Permit Holder agrees to indemnify and save Owner harmless from and against any and all liability or loss due to death or personal injury to any person, or from damage to the Premises or the property of either the Owner or any other person or corporation arising from or out of Permit Holder's temporary occupancy and use of the Premises and associated vehicles and equipment, except such liability or loss resulting from the sole negligence, intentional act, or willful wanton misconduct of the owner, its officers or employees. (Not applicable if Permit Holder is a UGA unit or other agency of the State of Georgia.)

CANCELLATION FOR FORCE MAJEURE

8. 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.

STIPULATIONS AND EXHIBITS

9. The stipulations, provisions, covenants, agreements, terms and conditions, contained in Exhibits A, B, C, and D, as applicable, attached hereto and incorporated by reference herein, are expressly understood and are mutually agreed to by the parties hereto. In addition, an event planning form is attached and must be completed and returned to Owner at least 30 days before the event.

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ENTIRE AGREEMENT

10. 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 and on behalf of
THE UNIVERSITY OF GEORGIA
BAMBOO FARM & COASTAL
GARDENS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____