

STATE OF GEORGIA;
COUNTY OF Athens-Clarke:

LICENSE AGREEMENT/PERMIT
(For Short Term Use of Campus Facilities)

This LICENSE AGREEMENT/PERMIT (hereinafter "Agreement") is made and entered into this ___ **day of** _____, **2021**, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, by and on behalf of the University of Georgia, University Golf Course ("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 and E, as applicable, attached hereto and incorporated herein by reference.

The permit given by these presents is for the purposes of a ("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: University Golf Course located on the campus of the University of Georgia, 2600 Riverbend Road, Athens, Georgia 30602 Date(s): Times(s): Purposes: | Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E Exhibit F | |

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 | # OF PLAYERS ____ @ \$ + TAX = \$ PER PERSON \$ _____ |
| TOTAL FEES | To be paid not later than thirty (30) days from date of invoice \$ _____ |

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: | Matt Peterson | |
| Address: | UGA Golf Course 2600 Riverbend Road Athens, GA 30602 | |
| Telephone: | 706-369-5739 | |
| Email: | pete292@uga.edu | |

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 Option 1.** 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.

8. **Insurance Option 2.** Permit Holder shall, at its own cost and expense, obtain and maintain a special event liability policy with a combined single limit of no less than \$1,000,000. If Permit Holder will serve or allow alcohol at the Event, the policy shall include liquor liability.

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, Permit Holder’s failure to obtain and furnish evidence of the required insurance shall constitute default.

9. **Cancellation for Force Majeure.** The failure or inability of either party to comply with the terms of this Agreement because of any act of God, weather, strike, labor dispute, war or acts of war, fire, riot, earthquake, act of terrorism or other public enemies, civil disorder, regional or national day or mourning, pandemic, epidemic, communicable disease, quarantine, emergency declaration, health declaration, local, state, or federal governmental order or emergency, or for any similar reason not within the control of such party, shall not be deemed a breach of this Agreement.

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 Golf Course Addendum
- Exhibit D Events Where Alcoholic Beverages are Served or Provided – University Units
- Exhibit E Golf Course Alcohol Policy for Non-University Events
- Exhibit F Golf Course Lightning Policy

11. **Parking.** Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of additional parking facilities and charges therefore shall be made with the Owner.

12. **Housing.** Unless provided otherwise in this Agreement, Permit Holder shall contract directly with the appropriate unit of the Institution for all overnight housing needs.

13. **Alcohol.** Alcohol may be sold on the premises by a properly licensed caterer. No participant may operate a golf cart while intoxicated. Georgia laws prohibiting driving under the influence apply to golf carts. At all times while on the premises, Permit Holder shall comply with the applicable alcohol policy listed below. . If Permit Holder is a University Unit, Permit Holder shall comply with the guidelines concerning Events Where Alcoholic Beverages are Served or Provided – University Units. (Exhibit D). Non-University entities must comply with Golf Course Alcohol Policy for Non-University Events. (Exhibit E).

14. **Tobacco Free Campus.** The University of Georgia is a tobacco free campus. Tobacco use is prohibited in all areas, including outdoor areas. More information is available at <http://uga.edu/tobacco-free/>.

15. **Non-Discrimination.** Permit Holder agrees, in accordance with applicable law and University of Georgia policy, that there shall be no discrimination on the basis of race, national origin, religion, creed, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, age, genetic information, disability or veteran’s status as to any aspect of the activities contemplated herein.

16. **Weapons.** Possession of weapons on the University of Georgia campus is governed by Georgia law O.C.G.A. 16-11-127.1. Additional information may be found at: <https://www.police.uga.edu/crime-stats/weapons-on-campus-info-2>.

17. **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 and On Behalf of the University of Georgia, University Golf Course

By: _____
Name: _____
Title: _____

By: _____
Name: Matt Peterson
Title: Golf Course Manager

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

EXHIBIT A
GENERAL PROVISIONS

1. Licensed Premises. All facility uses and accommodations shall be governed by this Exhibit A and Exhibit C. 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 two weeks or less 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.
3. Terms of Payment. An estimate will be developed based on the Tournament Planning Form submitted by Permit Holder. After the completion of the Event, 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.
4. 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.
5. 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.
6. Sale of Food. Food sales and/or concessions may be operated by UGA Golf Course or by University Dining Services Department by prior arrangement. Permit Holder must receive prior approval before bringing food on to the premises. Any food brought on the premises by the Permit Holder is done at the Permit Holder’s sole risk and expense. UGA Golf Course provides dining tables for customer use. The Champions Café may not be used for preparing, storing, heating or cooling food. UGA Golf Course does not provide plates or cutlery for meals which are not provided by UGA Golf Course. Permit Holder shall be responsible for clean up and removal of all trash, garbage, and refuse from the premises and shall be liable to UGA Golf Course for all costs incurred to clean up and remove trash.
7. Glass Prohibition: No glass of any type is allowed on the golf course unless express written permission is provided due to special circumstances; i.e, medical necessity.
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.
9. Promotion and Publicity. Permit Holder shall not publicize the Event unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner. Publicity for the Event must be submitted to the Institution for approval prior to any distribution. Publicity for the Event shall not imply any endorsement or sponsorship of the Event by the Owner or the Institution. Permit Holder is not authorized to use any trademarks, service marks, designs, slogans, trade names, logotypes and designations of origin representative of the Owner or the Institution without the express prior written consent of the respective party. Owner agrees that any revenues generated from radio and television broadcasting of the Event shall be for the account of Permit Holder. All such broadcasts, however, shall clearly indicate that neither the Owner nor the University of Georgia are a sponsor of the event. In addition, any such broadcast of the Event must be pre-approved in writing by the Institution’s division of Marketing and Communications (706/542-8083).

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. The Event and Permit Holder's activities shall at all times remain subject to the Institution's Solicitation Policy, available at <http://policies.uga.edu/FA/nodes/view/772/Solicitation>.
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. Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event.
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 person or persons engaged in behavior that violates Institution policies or applicable laws 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 golf course or any building, floor, furniture, fixtures, vehicles, 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 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.
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.
17. Sponsorships. Permit holders that secure sponsorships for an event shall ensure full compliance by the sponsors with all provisions of this agreement and particularly those related to alcohol.
18. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to the premises.
19. 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 while on 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.
20. 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. 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.
21. Compliance With All Applicable Laws, Rules and Regulations. Permit Holder agrees that every member connected with the Event shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.
22. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

EXHIBIT B

PROGRAMS SERVING MINORS

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 for Programs and Activities 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 the following forms: parental consent, participant conduct agreement, medical information and release, medical treatment authorization, medical authorization to administer medication, media release, pickup authorization, and others.
4. Code of Conduct. Permit Holder shall require program/activity staff, including volunteers, to abide by a staff code of conduct.
5. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including screening via the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor participants. Permit Holder shall certify that that the background checks will, at a minimum, satisfy the requirements of the Institution's Human Resources Administrative Practice Manual ([HRAP](#)). Permit Holder shall notify and require all individuals who have undergone a background check to self-report any arrest, charge, or criminal conviction occurring after the date of the background check to the Permit Holder prior to returning to a Program/Activity. 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. Permit Holder shall, prior to the beginning of the Time of Use, provide to the Institution a certification that it has performed background checks in a manner consistent with the requirements above.
6. Supervision. Every minor participant must be properly supervised at all times 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. Please refer to the American Camp Association guidelines for supervision ratios (www.acacamps.org).
7. Training. Permit Holder shall provide training to all program/activity staff and volunteers assisting with the program/activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury / illness, staff misconduct, and participant misconduct.
8. 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 and parents/guardians.
9. Reporting Obligations. Criminal activity should be reported immediately to the University of Georgia Police Department (UGAPD): 911(emergency) or 706-542-2200. Campus law enforcement professionals can assess the situation and determine what other notifications or actions, if any, is necessary.

10. 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 UGAPD and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 911(emergency) or 706-542-2200, and 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.

11. Registration. Permit Holder shall register its program/activity at: programsforminors.uga.edu.

12. Responsibility. Permit Holder is responsible for reviewing and understanding all of the requirements of the Policy for Programs and Activities Serving Minors. Failure to abide by Institution's Policy may result in revocation of the Permit and/or a potential barring from future use of Institution's facilities as determined by Institution in its sole discretion.

EXHIBIT C

GOLF COURSE ADDENDUM

1. Legal Compliance: The Golf Course as made available is “as-is, where-is, and with all faults.” Owner, however, endeavors to maintain the Course in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia.
2. Additional Staffing. If Owner determines that a member of its institution staff must be present at the Course during the Permit Holder’s use of the course, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.
3. Maintenance and Repair: Permit Holder shall immediately give notice to Owner of any condition of the Course 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 Course is unusable, Permit Holder shall be entitled to a pro-rata reduction in fees for the time periods the Course is unavailable.
4. Limitation of Owner’s Liability: Owner shall not have any liability as a result of the failure of the Course to satisfy the Permit Holder’s requirements or for failure to maintain or repair the course or to satisfy any other obligation except as provided in Paragraph 3.
5. Golf Cart Rental: For and in consideration of the rental of golf carts to permit holder, permit holder promises and agrees to return the golf carts immediately following the completion of the event in as good condition as received, normal wear excepted.

Permit holder promises and agrees to pay for any damages that are sustained to the golf carts while they are in the possession of permit holder or participants in the event (“Participants”).

Permit holder agrees to comply with and require participants to comply with the following rules:

1. No driving while intoxicated. *Please be aware that Georgia laws prohibiting driving under the influence apply to golf carts.*
2. Only two persons and sets of clubs allowed on this golf cart at any time.
3. Do not operate this golf cart within 30 feet of green aprons or tees.
4. Follow all route signs posted on the course.
5. Avoid all wet areas and low places. Please drive around them.
6. No one under 16 years old is permitted to operate this golf cart at any time.
7. Apply brakes gently. Do not skid wheels.
8. The owner reserves the right to refuse the use of this golf cart to any person violating the above rules.

Permit holder agrees to become familiar with and to require participants to become familiar with the operation and use of the golf carts, to read and require participants to read the instructions appearing hereon and the instructions appearing on the golf carts, and to operate and control and require participants to operate and control the golf carts in accordance with those instructions.

EXHIBIT D

UNIVERSITY UNITS SPONSORING EVENTS WHERE ALCOHOLIC BEVERAGES ARE SERVED OR PROVIDED

1. Check Identification. Alcoholic beverages must not be provided or served to persons below the legal drinking age. Therefore, the sponsoring University unit or University official, agent, or employee must check for proper identification before serving any alcoholic beverage and must reject any questionable forms of identification.
2. Refuse to Serve Intoxicated Guests. If a participant or guest appears intoxicated, the sponsoring University unit or University official, agent, or employee must not serve any additional alcohol to that person. Furthermore, a reasonable effort should be made to arrange a safe trip home.
3. Provide a Designated Driver or Shuttle Service. The sponsoring University unit or University official, agent, or employee should establish procedures to provide impaired guests or participants a ride home. Such procedures can include assigning one or more members of each group of guests or participants the responsibility of being a designated driver who will refrain from drinking. Individuals who serve as designated drivers need to be sure that their personal vehicular liability insurance covers this situation. Another alternative is to provide shuttle service.
4. Provide Non-Alcoholic Beverages. The sponsoring University unit or University official, agent, or employee should provide plenty of non-alcoholic beverages so as to avoid the problem of “forcing” guest to drink alcoholic beverages because there is nothing else to drink. There needs to be parity between the quantity and variety of non-alcoholic beverages.
5. Serve Food. When alcohol is served or provided at a lunch, dinner, or reception, there needs to be plenty of food available.
6. Do Not Permit Self-Service of Alcoholic Beverages. The sponsoring University unit or University official, agent, or employee should use staff members or hired bartenders to serve alcoholic beverages in order to limit the size and number of drinks being served and to spot those who may be intoxicated. Note: Student employees are not considered staff members in this context. Where the function involves a sit-down meal at which alcohol is served, waiters and waitresses should be instructed to ask before automatically refilling wine or liquor glasses. Self-service of alcoholic beverages shall not be permitted from beverage carts, drink coolers, or other storage containers regardless of where those items are located.
7. Post Drinking Restrictions in Prominent Places. Notices informing guests as to the legal drinking age should be conspicuously posted at University events where alcohol is served. This requirement is particularly important for those events where the guests or participants may include students or members of the general public who are younger than the legal drinking age.
8. Restrict Alcoholic Beverages to a Controlled Area. The sponsoring University unit or University official, agent, or employee must take adequate steps to insure that alcoholic beverages are not allowed outside the predetermined boundaries for the event. All alcoholic beverages should be consumed or disposed of by all guests or participants before they leave the premises
9. Limit or Eliminate References to Alcoholic Beverages in Advertisements. Advertisements or invitations to University events where alcoholic beverages are being served should emphasize the nature of the event, and not the alcoholic beverages. Keep references to the type and quantity of alcoholic beverages to be served out of promotional materials.
10. Limit Hours of Service of Alcoholic Beverages. Service of alcoholic beverages must be discontinued at a reasonable time, at least an hour, before an event is scheduled to end. The closing time should be posted near the bar to avoid misunderstandings at the end of an event.

EXHIBIT E

GENERAL GOLF COURSE ALCOHOL POLICY FOR ALL EVENTS

1. No one shall furnish or cause to be furnished any alcoholic beverage to any person under the legal drinking age of 21. The host organization is responsible for ensuring that only persons 21 years of age or older consume alcoholic beverages.
2. Post Drinking Restrictions in Prominent Places. Notices informing guests as to the legal drinking age should be conspicuously posted at events where alcohol is served. This requirement is particularly important for those events where the guests or participants present may include those who are younger than the legal drinking age.
3. The sale of alcohol (cash bars) is allowed through a properly licensed caterer. Donations in exchange for alcoholic beverages are not allowed.
4. Advertisements for the event shall make no reference to alcohol.
5. No one shall furnish or cause to be furnished any alcoholic beverage to any person appearing to be intoxicated.
6. Event sponsors should establish procedures to provide intoxicated participants or guests with a safe ride home.
7. Non-alcoholic beverages and appropriate amounts of food should be provided at events where alcohol is served.
8. There shall be no self-service of alcohol. Designated staff members or hired bartenders must serve alcoholic beverages in order to limit the size and number of drinks served and to identify those who are drinking too much. Only designated staff members or hired bartenders shall have access to alcoholic drink coolers or other storage containers. Event participants shall not be permitted to self-serve alcohol from beverage carts, drink coolers, or other storage containers, regardless of where those items are located.
9. Alcohol consumption must be discontinued at least one hour before an event is scheduled to end.
10. No one may operate a golf cart while intoxicated. Georgia laws prohibiting driving under the influence apply to golf carts.
11. All common source containers of alcohol, including but not limited to, kegs, community coolers (cooler shared with others), punch bowls, pitchers, bulk quantities, and any other container that may be shared with others, are prohibited.
12. Glass bottles are strictly prohibited on or near the golf course. Glass bottles may only be used in the clubhouse and/or on the patios that surround it.
13. Permit holders that secure sponsorships for an event shall ensure full compliance by the sponsors with all provisions of this agreement and particularly those related to alcohol.

EXHIBIT F

GOLF COURSE LIGHTNING POLICY

Lightning is an uncontrollable force of nature. A typical lightning flash is about 300 million Volts and about 30,000 Amps. In comparison, household current is 120 Volts and 15 Amps. There is enough energy in a typical flash of lightning to light a 100-watt equivalent compact fluorescent bulb for about a year. (weather.gov)

The University Golf Course utilizes a WXLine lightning detection sensor onsite in an effort to alert customers and staff of lightning in the area. This technology cannot predict where lightning will strike, but it does record past strikes within 20 miles of the golf course and will sound an emergency alarm across the facility when lightning hits within 5 miles of the golf course. The golf course lightning policy is as follows:

LIGHTNING CAUTION

- Once the UGA GC golf shop staff is notified via the WXLine system that lightning is within 20 miles of the golf course, all golfers and staff will be notified that lightning is approaching and that they should be prepared to find shelter or move to their vehicles should a lightning alarm be sounded. The caution notification will come via cart GPS system messaging and in-person staff communications. Staff members will be dispatched to the front and back nines, as well as the driving range to alert golfers and outdoor staff.
- Walkers should be aware of their nearest shelter to promote a quick move to a safe location.
- Play and practice may continue under a lightning caution understanding the potential risk.

LIGHTNING ALARM

- Three long blasts of the lighting alert siren. The golf course and practice facilities are now closed to play.
- All golfers and staff must stop their activities (on-course and any practice facilities) and must take appropriate cover in a lightning shelter, such as an on-course rain shelter, the clubhouse, the cart building, the driving range building, or their vehicles.
- A lightning alarm message will be sent out via the golf cart GPS system and will show up on every cart's flat panel monitor with instructions to stop play and take appropriate cover.
- Walkers are expected to immediately move to their nearest lightning shelter or the clubhouse, whichever is closest.
- Golf course staff are required to remain in a sheltered location until the alarm period is over, unless a life-threatening emergency takes place on the golf course or at a practice facility. If staff are needed on the course, they must use a facility truck.
- The golf course will continue to monitor the golf cart GPS system to alert those that violate this policy. Violation of the golf course lightning policy may result in a suspension of access to the facility.
- Play shall not resume until the all-clear siren is heard (short fog horn-like blasts).
- The all-clear siren sounds once the WXLine system does not record a lightning strike within five miles of the golf course for a continuous 30 minute period.
- Once the all-clear siren sounds, play may resume and tee times will start back where they were prior to the delay. On-course golfers should return to the place they were when the lightning alarm sounded. Doing so will make for a smooth resumption of play.