

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as "Agreement") made this ____ day of _____, 20__, between the GEORGIA BUILDING AUTHORITY, a public Authority, instrumentality and corporation of the State of Georgia, whose business address is One Martin Luther King, Jr., Drive, S.W., Atlanta, Georgia 30334 (hereinafter called "Licensor"), and _____, whose business address for the purposes of this agreement is _____ (hereinafter called "Licensee").

WITNESSETH:

1. License Extended

Subject to the following terms and conditions which are hereby agreed to, Licensor provides unto Licensee, and Licensee accepts from Licensor, a license to use the Premises (as defined below) for the purposes and activities hereinafter stated, commencing as provided in paragraph 2 (the License).

2. License Period

Licensee may use the Premises only for and during the purposes, dates, and times specified in this Agreement, except upon the prior written permission of Licensor, which approval will not be unreasonably withheld.

Licensee may enter upon and have twenty-four (24) hour access to the Premises on the following dates specifically for the purposes set forth in paragraph 3 at the times specified below (collectively referred to as the "License Period"):

[PROVIDE DATES AND TIMES]

If modification of these dates and times is required for any reason, Licensee must provide Licensor with prior notice of not less than seventy-two (72) hours as to the actual dates and times it requires access to and use of said premises.

3. Premises and Activities Licensed

a) The Premises is defined as ... located at ..., Atlanta, Georgia ..., depicted on Exhibit "A", attached hereto and incorporated herein by reference. Licensee's access upon, in and around the Premises is limited to those areas and buildings as depicted on Exhibit "A". Licensee is strictly prohibited from entering those areas and buildings of the Premises marked as "NO ACCESS". If Licensee discovers a need to deviate from its site plan, Exhibit "A", Licensee shall provide Licensor with prior notice of not less than twenty-four (24) hours.

b) Licensee may use the Premises for the sole purposes of [set-up/break-down, filming, production activities] for [INSERT NAME OF PROJECT/USE].

4. Permitted Purpose

Licensee may use the Premises only for the purposes set forth in paragraph 3 of this Agreement.

5. Licensor Services

Just as it is extending a License for certain uses of the Premises, Licensor may permit Licensee to use certain utilities or other services which may exist at or on the Premises, such as lighting, electricity, heating, water, and air conditioning. Licensor makes no promise and undertakes no obligation to do so. Licensee shall obey all reasonable instructions of staff of Licensor with respect to use of the Premises and their utilities and services, and the staff of Licensor shall at no time be under the direction or control of Licensee.

6. Payment for Privilege and Expense

a) Base Fees: For the License herein provided and for reimbursement of Licensor's costs in extending all privileges and other benefits under this Agreement, Licensee shall pay Licensor a total base fee of [INSERT BASE FEE]. Licensee shall pay the base fee at or within thirty (30) days of execution of this Agreement and upon receipt of Licensor's written invoice.

b) Other Costs: Licensee shall reimburse Licensor for the following costs, plus a ten percent (10%) administrative fee, within thirty (30) days of receipt of Licensor's written invoice for:

1. any actual costs incurred by Licensor as a result of [EITHER THE PROVISION OF A PARKING ATTENDANT(S) OR] requests for work by the Licensee, including but not limited to stocking of restrooms, cleaning of restrooms, or removal of wet trash (food trash) at the Premises. With particular regard for the stocking of restrooms, cleaning of restrooms, or removal of wet trash (food trash) at the Premises or for any work performed by GBA at the request of Licensee, the fee shall be \$50.00 per hour per GBA Facilities employee assigned to complete the work if the work is performed during normal work hours ("normal work hours" shall be defined as the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday), or \$75.00 per hour per GBA Facilities employee assigned to complete the work if the work is completed after normal work hours ("after normal work hours" shall be defined as one of the following: the hours of 4:00 p.m. and 7:00 a.m. Monday through Friday, weekends, and state holidays);
2. any actual costs incurred by Licensor as a result of the License granted herein; and
3. any time that Licensee occupies the Premises prior to, after or otherwise in excess of the License Period. Licensee shall pay the Licensor for all time it

occupies the Premises beyond the License Period at the rate of TWO HUNDRED DOLLARS (\$200.00) per hour.

7. Nature of License

- a) Except as expressly provided herein, this Agreement does not confer upon Licensee any right, title, interest, or estate in the Premises, nor does this Agreement confer upon Licensee a license coupled with an interest or an easement.
- b) This Agreement merely extends to Licensee, and to Licensee only, a temporary and personal privilege, wholly subordinate to all other privilege, right, title, interest, occupancy, possession or lawful presence, use or activity with respect to the Premises, past, present or future. Licensor represents, warrants, and covenants, however, that Licensor has not entered into and will not enter into any license or other agreement granting to any third party any rights in the Premises inconsistent with the rights granted to Licensee under this Agreement.
- c) Licensee shall exercise its privilege so as to avoid interference with any privilege, right, title, interest, occupancy, possession or lawful presence, use or activity of Licensor in regard to the Premises.
- d) Licensee, shall own all rights of every kind in and to the picture and other photography made by Licensee hereunder and the permitted activities described in paragraph 3, including the right to utilize the same in any lawful manner whatsoever, whether now known or hereafter known, in perpetuity and throughout the universe.
- e) Licensor shall have the right to terminate this Agreement and revoke the License if Licensee breaches any material term or condition of this Agreement; and such breach is not cured within one (1) business day of Licensee receiving written or verbal notice of the breach. Licensee shall have the right to terminate this Agreement if Licensor breaches any material term or condition hereof and such breach is not cured within one (1) business day of Licensor receiving written notice of such breach.

8. Acknowledgment of Circumstances

Licensee acknowledges, stipulates and agrees to the following:

- a) Licensor is a public corporation and an instrumentality of the State of Georgia, fulfilling essential public functions in the operation of the Premises.
- b) The Premises, at the time of the use of the Premises by Licensee, is being occupied by Licensor.
- c) Licensor, and the other public entities which may occupy the Premises, necessarily are and will be engaged in urgent, varied activities of their own throughout the Premises during the License Period. Licensor agrees, however, to use all reasonable means to ensure that Licensee is able to quietly enjoy the use of the Premises during the License

Period; and also to ensure that no person or entity unreasonably interferes with such use.

- d) Licensee may be required to obtain any permits or authorizations other than this agreement to enjoy the use of premises adjacent to those Premises described herein.

9. Prohibited Activities

Licensee shall engage only in the activities permitted hereunder, during the times permitted, and within the Premises. Without limiting the foregoing, Licensee shall not:

- a) damage, add to, improve or alter the Premises or other property of Licensor or the State of Georgia;
- b) connect or attach anything temporarily or permanently to the Premises or other property of Licensor or the State of Georgia without the prior approval of Licensor;
- c) use any utility or service, except as permitted herein and in accordance with the express direction of Licensor, or use any electrical device so as to overload the wiring or to prevent other needed use;
- d) invite, permit, or suffer any person to come upon the Premises or other real property of Licensor except Licensee's officers, employees, agents, guests (including customers and consumers), and independent contractors and then only as involved in the activities permitted hereunder;
- e) do or suffer anything which will increase the risk of fire or other casualty, or harm therefrom, or will increase the rate of fire insurance on the Premises;
- f) accumulate waste or refuse matter or other flammable matter about the Premises; or
- g) assign this Agreement or License or extend its privileges to any other person or entity.

10. Policies, Rules and Regulations

Licensee shall obey the policies, rules, regulations and instructions of Licensor with respect to the Premises, formal or informal, written or verbal. Licensor agrees that such policies, rules, regulations, and instructions shall not unreasonably interfere with Licensee's use of the Premises under the License and as set forth in this Agreement.

11. Condition and Status of Premises

- a) No representations or warranties are made by Licensor, the State of Georgia, or their officers or employees to induce Licensee to accept this License. Licensee accepts its License to the Premises as they are or may become, with respect to all matters of physical condition or legal status.
- b) As a courtesy to Licensee or for its own purposes, Licensor may restrict access to the

Premises as requested by Licensee. No such act by Licensor shall be deemed a modification of the Agreement or be deemed evidence of intent by Licensor to make any promise, representations or undertaking or to perform any duty with respect to Licensee.

12. Security

Licensee is responsible for the provision of security throughout the License Period of this Agreement.

13. Departure and Restoration

Immediately upon termination or expiration of the License and this Agreement, Licensee shall cease all activities with respect to the Premises and shall vacate therefrom. Licensee shall remove all personal property from the Premises, including waste. Licensee shall restore the Premises to the condition which existed at the commencement of the Agreement or better, normal wear and tear, the acts of Licensor, its agents, servants, employees, and contractors, condemnation, and casualty excepted. Without implying their availability as to Licensee, Licensee waives any statutory rights or procedures for dispossession of Licensee. Licensee agrees that upon termination or expiration, Licensor and its staff may physically and forcibly remove or bar Licensee, its personnel and property for all purposes without being guilty of trespass, forcible entry, detainer or other tort. Any personal property left upon Premises after the termination of the License Period shall be deemed abandoned by Licensee.

14. Depiction of Premises and Persons

Recognizing that it has enjoyed privileges extending beyond required or normal access to public facilities, Licensee agrees that it shall not, directly or impliedly, depict the Premises, Licensor, the State of Georgia, or any officer or employee of either in any unfavorable manner, caricature or otherwise so as to damage the good will of Licensor or the State of Georgia without the express written permission of Licensor and any individual so depicted; provided, however, that the foregoing shall not waive Licensee's right to prosecute or defend against any legal or equitable claim or action regarding the License or this Agreement, including the right to assert any bona fide argument in support of the above. By granting the privileges conferred by the License, Licensor shall not be deemed to have given its permission to so depict the Premises, the Licensor, the State of Georgia or any officer or employee thereof without obtaining such express permission, or to have waived any legal cause of action against Licensee for breach of privacy, libel, slander, defamation or similar cause of action arising out of any use Licensee makes of the Premises or its depiction of Licensor, the State of Georgia or any officer or employee thereof. Similarly, Licensee acknowledges that Licensor may bring an action for immediate and permanent injunctive relief to enjoin a breach of privacy, defamation, libel, slander and the like, in violation of this paragraph 14 of the Agreement, and Licensor will be relieved from proving that monetary damages are an inadequate remedy at law.

15. Liability and Indemnification

Licensee hereby agrees to release, indemnify and hold harmless the Georgia Building Authority, the State of Georgia and its departments, agencies and instrumentalities 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 Licensee's activities while exercising this License. This indemnification obligation survives the termination of the License and the dissolution or, to the extent allowed by law, the bankruptcy of the Licensee. 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 Licensee agrees to reimburse the Funds for such monies paid out by the Funds. This indemnification does not extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to the sole negligence or Willful Misconduct of any Indemnitee. "Willful Misconduct" means an intentional, wrongful act of a person, or such person's intentional disregard of a manifest duty, done either (i) with knowledge that such conduct will cause serious hardship to another person, or (ii) with wanton and reckless disregard of the possible consequences of such conduct.

16. Liability Insurance

Licensee shall procure and maintain in full force and effect at all times during the License Period of this Agreement, through a self-insurance program or an insurance policy providing: commercial general liability (CGL) insurance, on an "occurrence basis" insuring against all liability and property damage of Licensor and Licensee and their members, officers, employees and agents arising from or in connection with the use or occupancy of the Premises by Licensee, its agents, employees, or others working at the direction of Licensee or on its behalf during the License Period, with liability limits of One Million Dollars (\$1,000,000) per occurrence and of Two Million Dollars (\$2,000,000) in the general aggregate; and a commercial umbrella liability insurance (excess coverage above CGL): Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Each policy also specifically shall insure performance of Licensee's obligation to indemnify Licensor pursuant to paragraph 15 of this Agreement. A statement of policy limits herein shall not limit Licensees liability under this Agreement.

17. General Requirements for Insurance Policies

Licensee shall pay the cost of all insurance coverage which Licensee is required to produce and maintain under this Agreement. Except where Licensee is self-insured, each insurance policy shall:

- a) be issued by an insurer authorized to transact casualty insurance in Georgia;
- b) be issued by an insurer with a current Best Policyholder's Rating of "A" or better and with a financial six rating of class "XI" or larger by A. M. Best Company, Inc.;
- c) be issued on such form of policy, authorized in Georgia, as Licensor may reasonably approve;

- d) provide that the policy cannot be canceled as to Licensor except after the insurer gives Licensor thirty (30) days prior written notice of cancellation;
- e) state that notice of any claim against Licensor shall be deemed to have occurred only when an officer of Licensor has received actual notice, and has actual knowledge of the claim;
- f) not be subject to invalidation as to Licensor by reason of any act or omission of Licensee or any of Licensee's officers, employees or agents; and
- g) not be subject to invalidation as to Licensee by reason of any act or omission of Licensor or any of Licensor's officers, employees or agents.

Each policy required by this Agreement shall also contain a provision permitting Licensee to waive all rights of recovery and claims by way of subrogation.

Licensee shall not produce or maintain in force any insurance policy which might have the effect of reducing the loss payable under any of the policies required by this Agreement. Upon the request of Licensor, Licensee shall deliver a certificate of such self-insurance or insurance policy to Licensor, together with evidence reasonably satisfactory to Licensor that the premiums, as applicable, have been paid for a period at least covering the License Period.

18. Force Majeure

Neither party will be deemed to be in default of this Agreement or liable to any other party to the extent that performance of this Agreement is made impossible owing to any reason beyond the control of the parties, including, but not limited to, fire, flood, earthquake, explosion, mayhem, strikes, terrorism, action of the elements or other acts of God ("Force Majeure Event").

If performance of this Agreement is made impossible due to the circumstances of a Force Majeure Event, the parties will be excused from contractual obligations herein, including but not limited to the indemnification provisions.

19. Nonwaiver

No failure to execute any right or power given under this Agreement, or to insist upon strict compliance with the provisions of this Agreement and no custom or practice, shall constitute a waiver of Licensor's right to demand exact and strict compliance by Licensee with the terms and conditions of this Agreement.

20. Time of the Essence

All time limits stated herein are of the essence. A reference to day, month or year shall mean calendar day, month or year unless otherwise expressly stated.

21. Preservation of Claims

The expiration or termination of the privilege of this Agreement or the License shall not operate to cut off any claims or cause of action in favor of Licensor or Licensee which accrued or arose prior to the effective date of such expiration or termination.

22. Notice

Any notice (the word "notice" as used herein shall include, but not be limited to, statements, demands, requests, consents, approvals and authorizations) hereunder given by either party to the other party shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, or by facsimile confirmed by the preceding service method, addressed to the party to be notified as follows:

In case of Licensor, to:

Steven L. Stancil
Executive Director
Georgia Building Authority
#1 Martin Luther King Jr., Drive, S.W.
Atlanta, GA 30334

In case of Licensee, to:

[NAME AND ADDRESS OF LICENSEE]

With copy to:

The sender of such notice shall require the United States Postal Service to show to whom delivery was made and also the date and address of delivery of said notice. The day upon which any such notice is so mailed shall be treated as the date of service. Either party may from time to time by notice to the other party designate a different address to which notices shall be sent.

23. Captions

The captions appearing immediately preceding the text of each of the paragraphs of this Agreement are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

24. Severability

If any provision of this Agreement should be ruled void or unenforceable or contrary to public policy by any court, then the remaining part of such provision and all other provisions of this Agreement shall survive and be valid, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

25. Entirety

The making, execution and delivery of this Agreement have been induced by no representations, statements or warranties (including, but not limited to, representations, statements or warranties with respect to title of the licensed Premises, or conditions or suitability for Licensee's purpose) other than those herein expressed. This Agreement embodies the entire understanding of Licensor and Licensee and there are not further or other agreements or understandings, written or oral, in effect between Licensor and Licensee, relating to the subject matter hereof. This Agreement may be amended or modified only by a written instrument of equal formality signed by both Licensor and Licensee.

26. Duplicate Originals

This Agreement is executed in two counterparts, separately numbered and identified, each of which is deemed to be an original of equal dignity with the other.

27. Georgia Agreement

This Agreement will be governed, construed, performed and enforced in accordance with the laws, other than the choice of law provisions, of the State of Georgia.

28. Assignment

Licensee shall not transfer or assign all or any of its rights, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of Licensor.

29. No Agency

This Agreement shall not be construed as making either party the employee or agent of the other, or as creating a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. Neither party shall represent to third parties that it is an employee, agent, partner or joint venturer with the other party.

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have signed, sealed and delivered these presents the day, month and year first above written.

(Signatures begin on next page)

Signed, sealed and delivered as to
Licensor in the presence of:

Signed, sealed and delivered as to
Licensee in the presence of:

GEORGIA BUILDING AUTHORITY
(Licensor)

[NAME OF LICENSEE]
(Licensee)

By: _____
Steven L. Stancil
Executive Director

By: _____
Print Name: _____
Title: _____

Witness: _____

Witness: _____