Athletic Facility Policies

1. **Sports Center Arena & ARC Gymnasium Rules:**
   User Group agrees and understands that it must follow the rules set forth below concerning use of Sports Center Arena:
   - User Group agrees to ensure participants wear proper attire (i.e. shoes, uniform, etc.)
   - The addition or deletion of any facility signage (i.e. corporate sponsor banners) is prohibited without a written agreement between the user group and the University.
   - A Release and Waiver of Liability must be signed by all participants (and parents/legal guardians if under 18 years of age) including coaches/supervisors/instructors and returned on the day of the event, prior to User Groups use of the Sports Center Arena Gymnasium.
   - The use of profane and/or otherwise offensive language is prohibited.
   - All other gymnasium rules must be adhered to as posted or instructed by university staff members.

2. **Facility Operations Services:**
   The University will provide one or more Facility Operations Staff at the cost of the user group to monitor the event and to answer basic questions about the facility that may arise during User Group’s event. In addition, Facility Operations Staff will be available to provide limited assistance to User Group. For example, Facility Operations Staff can do the following:
   - Locate light switches, additional chairs or tables.
   - Open and secure the facility at the designated times.
   - Grant controlled access to certain areas within the facility.

Facility Operations Staff are intended to be a limited resource. Facility Operations Staff are not intended to replace referees nor are they intended to supplement the staff needed to ensure the success of User Group’s event.

3. **Payment:**
   User Group agrees to pay a rental fee for use of the Sports Center Arena, and the immediate area including hallways, lobbies, restrooms, etc.

   Payment is to be made by company check, certified check, cashier’s check, money order or in another form acceptable to the University. Checks are to be made payable to Armstrong State University. Payments should be remitted to 11935 Abercorn Street, Savannah, Georgia 31419 on or before the due dates outlined above.

   If any check delivered by User Group is dishonored, User Group shall pay the University a charge equal to the maximum amount lawfully charged for dishonored checks plus any amount charged by the University’s bank to the University for depositing a dishonored check. Returned checks may not be redeemed by a personal check or a company check, but must be redeemed by cash, certified check, cashier’s check or money order.
   User Group understands that any failure to meet the payment terms, including bounced checks, insufficient
funds, late payment, etc., may result in the immediate cancellation of this Agreement by the University at the University's sole discretion.

User Group agrees and understands that the University will not be responsible for providing or paying referees, judges or other personnel needed to conduct or ensure the success of User Group's event unless otherwise agreed to in writing.

4. **Collections:**
User Group agrees to pay all sums due to the University prior to the start of the event. User Group understands and agrees that User Group will pay all costs of collection including reasonable attorney's fees, court costs and interest if it becomes necessary to employ an attorney or a collection agency to collect any sums more than thirty (30) days past due. The due date for purposes of this provision is the last date of the User Group's scheduled event as set forth above.

5. **Event Cancellation:**
User Group understands and agrees that the University has the right in its sole discretion to cancel the User Group's event either temporarily or permanently when deemed necessary by the University. If the User Group's event is cancelled by the University prior to the date of the scheduled event, User Group understands and agrees that is sole recourse and remedy will be the refund of all monies paid to the University by the User Group.

If the event is canceled by the User Group the following percentage of rental fees will be returned to the User Group: 30+ days: 100 percent; 29-15 days: 50 percent; 14-0 days: 0 percent.

If the event is stopped because of rowdy behavior, failure to follow University instruction, alcohol or drug use, or because of safety concerns of any kind or nature, User Group understands and agrees that all monies paid to rent the facility will be forfeited and retained by the University and that the University has no liability to the User Group or to any of the event/activity participants.

6. **Capacity:**
Depending on the configuration of the event set up, the maximum number of coaches, trainers, participants and fans that can be in the Sports Center Arena gymnasium at any one time is 3,500 people. Once the event set up is agreed upon, the University will notify the User Group of the building’s maximum capacity.

7. **Facility Access:**
User Group understands and agrees that the University will provide access to the facility two hour(s) prior to the commencement of the User Group's event. User Group further understands and agrees that the facility will be closed one hour following the conclusion of the User Group’s event.

University personnel are sole responsibility for opening and closing the facility. Anyone who refuses to leave the facility when directed to do so by the University personnel may be subject to arrest for trespassing.

8. **Safety:**
User Group understands it is responsible for providing proper supervision and the necessary healthcare (i.e. athletic trainers, including supplies) for all participants. Failure to ensure a safe environment may lead to the cancellation of the event/activity by the University.

9. **Emergency Medical Services:**
Certain types of events may require the presence of emergency medical personnel either because of the nature of the event (i.e. martial arts) or because of the number or age of the participants/spectators/guests in attendance (i.e. graduations or tournaments.)
User Group understands and agrees that if emergency medical services are required to be present at user Group’s event that the User Group is responsible to make arrangements with an ambulance or other EMT service to provide an ambulance and/or emergency medical personnel. User Group understands and agrees that it is responsible for any additional costs or charges necessitated by the use of an ambulance or other emergency personnel. User Group further understands and agrees that the University will not be responsible for either providing or paying for emergency medical services including ambulance or other emergency medical personnel.

10. **Campus and Event Security:**

User Group understands and agrees that certain types of events, such as tournaments, and graduation ceremonies, may necessitate the use of University Police Officers or event staff for security, crowd control and/or parking. User Group agrees and understands that it is responsible for any additional costs or charges necessitated by the use of University Police Officers or event staff.

Notwithstanding the above, User Group understands and further agrees that University Police personnel shall have the authority to stop an event at any time if the University Police or other appropriate University representative determines that the event cannot proceed safely.

11. **Additional Maintenance and Cleaning:**

User Group understands and agrees that the rental fee set forth in paragraph number 1 above contemplates normal maintenance and facility cleaning by University personnel upon the conclusion of the User Group’s event i.e. cleaning concession items (cups, paper plates and napkins) emptying trash cans, sweeping with a dust broom, routine cleaning of restrooms and lockers, etc. This Agreement does not contemplate picking up of excessive amounts of trash (confetti) or debris caused by or resulting from acts of vandalism i.e. rolls of toilet paper thrown across the facility.

User Group understands and agrees that if the facility requires more extensive cleaning upon the conclusion of an event the University reserves the right to charge User Group for additional cleaning.

12. **Vandalism and other damage to the facility:**

User Group shall be responsible to the University for damage of any kind to University property, real or personal, resulting from any intentional act or any negligent act or mission causing damage to the facility. In particular, User Group agrees and understands that it is responsible for all acts of vandalism at the facility or any damage to the gymnasium floor or to the backboards or other damage to the facility caused by or attributed to User Group members, participants or spectators.

User Group is strongly encouraged to inspect the facility before and after each use of the facility and to bring any issue or concern to the University's attention.

13. **Indemnification:**

User Group agrees to indemnify, and hold harmless, the University and all of the University's officers, directors, and other employees from and against any and all claims, demands, liabilities, losses, actions, lawsuits or other proceedings costs or expenses, including attorney’s fees, arising out of any negligent act or omission or other wrongful conduct attributable to the University or to the University’s officers, directors or other employees arising out of this Agreement or the use of any University facility pursuant to this Agreement.

University understands and agrees that if the User Group is an entity of the state of Georgia that the indemnification requirement set forth above is null and void.

14. **Release of Claims:**

User Group understands and agrees that User Group assumes all risk and liability arising out of User Group’s use of the University’s facilities including to those involving personal injury or fatalities. Accordingly, User
Group RELEASES the University of any and all claims that User Group has or may have against the University or the University’s employees arising out of this Agreement or from the use of any University facility pursuant to this Agreement including cancellation of the event by the University.

15. **Liability Insurances:**
   User Group understands and agrees to procure and have in force a comprehensive general liability policy covering the event and shall submit to the University proof thereof at least seven (7) days prior to the scheduled event. The limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence. User Group understands that the University may cancel the agreement at its sole discretion if proof of insurance is not provided as required herein.

University understands and agrees that if User Group is an entity of the State of Georgia that the insurance requirement is satisfied pursuant to the Georgia Tort Claims Act. O.C.G.A. § 50-21-20 et seq.

16. **Release and Waiver of Liability:**
   All participants must sign a Release and Waiver of Liability in favor of the University and provide the original to the University at least (2) days prior to the User Group’s schedule event. The Release and Waiver of Liability must release ASU, the University System of Georgia and the Board of Regents for the University System of Georgia and their employees from any and all liability arising from the use of the facility. **The Release and Waiver of Liability must be in a form acceptable to the University otherwise the participant will not be allowed to participate** in the event/activity except as a spectator.

   **Minors.** User Group understands and agrees that if minors (anyone under 18 years of age) will be utilizing the facility as a participant pursuant to this Agreement (including coaches, supervisors, instructors and referees) that User Group will obtain a signed Release and Waiver of Liability from the parent or legal guardian of each minor involved or otherwise participating in the event sponsored by the User Group. The Release and Waiver of Liability must release ASU, the University System of Georgia and the Board of Regents for the University System of Georgia and their employees from any and all liability arising from use of the facility. The Release and Waiver of Liability must be in the form acceptable to the University otherwise the minor will not be allowed to participate in the event/activity except as a spectator. A copy of an acceptable Minor Release and Waiver of Liability is attached to this Agreement as Exhibit.

   The original signed Release and Waiver of Liability for each minor participant must be provided to the University at least two (2) days prior to the commencement of the scheduled event. **Copies will not be accepted.**

1 Spectators do not have to provide a signed Release and Waiver of Liability.

17. **Parking:**
   User Group shall comply with all parking rules and regulations of the University. Failure to comply with the University’s parking rules and regulations may at the sole discretion of the University result in the issuance of parking tickets, the booting of the offending results of violating the university’s parking rules and regulations shall be the responsibility of the vehicles(s) registered owner.

18. **Vendors:**
   Vendor operations are at the direction of the University. The existences of vendors and/or the sale of any items before, during or after the event/activity must meet approval by the University in advance of the event and is subject to a fee of $200 per vendor. Payment must be made to Armstrong State University at least one business day prior to the event. Payments should be remitted to 11935 Abercorn Street, Savannah, Georgia 31419.
19. **Alcohol and smoking:**
Alcohol of any kind is not permitted to be sold, served or consumed at the facility or on the University’s campus. Armstrong is now a smoke-free campus. Please have all guests refrain from smoking while on campus. No exceptions will be made.