



**DOWNTOWN PARK BRINGING THE SEA TO THE SPRINGS SEAFOOD FESTIVAL
MANAGEMENT SERVICES AGREEMENT**

STATE OF GEORGIA
COBB COUNTY

This Event Management Services Agreement ("the Agreement") is made and entered into this 25th day of July, 2022, between the City of Powder Springs, Georgia, a Georgia municipal corporation with an address of 4484 Marietta Street, Powder Springs, GA 30127 (hereinafter "City"), and Robin Roberts Promotions, LLC, a Georgia limited liability company with an address of 101 Roberts Mountain Road, Blairsville, GA, 30512 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City is currently programming our downtown park with amphitheater, and the City wishes to have their annual Bringing the Sea to the Springs Seafood Festival on Friday, May 12, Saturday, May 13, and Sunday, May 14, 2023; and

WHEREAS, both parties wish to memorialize their respective obligations in this agreement, and both agree that the foregoing recitals constitute material terms of this Agreement.

NOW THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the parties agree as follows:

1. Contractor shall on Friday, May 12, Saturday, May 13, and Sunday, May 14, 2023, conduct and manage the annual Bringing the Sea to the Springs Seafood Festival for the Powder Springs downtown park consistent with other local festivals currently conducted and managed by Contractor. Contractor's performance pursuant to this Agreement shall include, but not be limited to the following:
 - a. Promoting a festival of highly juried artisans, local entertainers, and refreshments;
 - b. Presenting a quality, highly organized, and well-managed festival;
 - c. Promoting the festival through multiple advertising streams;
 - d. Accepting only the finest arts and crafts for the festival and ensuring that all artwork is handmade by the artist and not commercial products;
 - e. Carrying of a \$2 million insurance policy;
 - f. Requiring that tents utilized for the festival meet fire and safety standards and have a minimum of 40 pounds of weight on each tent leg; and
 - g. Requiring that all food vendors must pass health department inspections in order to serve food.
 - h. Ensuring regular cleaning of amphitheater restrooms, park and events space during and within 24 hours of event conclusion
 - i. Submitting to the City Manager's designee monthly statements of finances and subcontractors and a final statement of finances within 14 business days of event conclusion
2. The Contractor agrees to pay any and all state and local taxes and fees, and to obtain all necessary licenses and insurance to cover the event. Further:
 - a. The Contractor agrees to pay ONE HUNDRED DOLLARS (\$100.00) per booth in fees to City.
 - b. The Contractor agrees to pay TWO HUNDRED DOLLARS (\$200.00) per vendor in fees to City.

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3. The City agrees to pay the Contractor Ten Thousand and No/Dollars (\$10,000.00) for the procurement of a band(s) and other acceptable entertainment. Any performances are subject to approval by the City as to the selection of artist(s) and details of any performance, including but not limited to time, place and duration of performances.

4. This Agreement is not subject to cancellation.

5. The Contractor agrees to protect, defend, indemnify, and hold harmless and shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the City, its elected officials, its officers, agents, and employees from and against any and all liabilities, damages, suits, claims, liens and judgments actions, or damages of any nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Contractor.

6. In the event of inclement weather, or any force majeure on Friday, May 12, Saturday, May 13, and Sunday, May 14, 2023, where City determines that the event should not be held, the parties shall cooperate to arrange an alternative festival date at no additional cost to the City.

7. This Agreement cannot be assigned or transferred without the prior written consent of the non-assigning party. The validity, construction and effect of this contract shall be governed by the laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

8. Should any section, phrase, clause, sentence, or paragraph of the Agreement be held invalid or unconstitutional, it shall in no way affect the remaining provisions, which remain in full force and effect.

9. This Agreement embodies and constitutes the entire understanding between the parties with respect to the subject concert series, and all prior or contemporaneous agreements, understandings, representations, and statements (oral or written) are merged into this Agreement. Except as specifically allowed for in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

10. No provision of this Agreement is intended to nor shall it be construed in any way to waive the immunities and/or protections provided to the City by the Constitution and laws, rules and regulations of the State of Georgia.

11. This Agreement may not be modified, altered or amended except by a written document approved and executed by both Parties.

12. The Contractor, with regards to the work performed by it under this Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of employees, subcontractors and vendors or in the performance of any services hereunder.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date and year first written above.

(SIGNATURES ON THE FOLLOWING PAGE)

CONTRACTOR:
Robin Roberts Promotions, LLC

By: Robin Roberts

Its: July 23, 2022

THE CITY OF POWDER SPRINGS, GEORGIA

By: Al Thurman
Al Thurman, Mayor

Attest: Kelly Axt
Kelly Axt, City Clerk

APPROVED AS TO FORM:
GREGORY, DOYLE, CALHOUN & ROGERS, LLC
CITY ATTORNEYS

By: Julie R. [Signature]