



**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 14th day of February 2024 between the City of Powder Springs, Georgia, a Georgia municipal corporation with an address of 4426 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 events in Thurman Springs Park, and the City desires to host and the Contractor desires to produce the annual Bringing the Sea to the Springs Seafood Festival on Friday, May 17, Saturday, May 18, and Sunday, May 19, 2024; 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 17, Saturday, May 18, and Sunday, May 19, 2024, conduct and manage the annual Bringing the Sea to the Springs Seafood Festival for Thurman Springs Park consistent with other 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) Providing adequate and early planning to allow key agencies to appropriately prepare for a safe and successful festival. Provide a preliminary list of vendors (by type) at least 120 days prior to the event. Provide a preliminary event layout with vendors, tents, portalets, road closures, vendor parking, entertainment parking, etc. at least 120 days prior to the event.
 - d) Ensuring that the appropriate amount of Contractor staff and/or Contractor volunteers are available to safely set up, operate, and demobilize the festival.
 - e) Promoting the festival through multiple advertising streams.
 - f) Accepting only the finest arts and crafts for the festival and ensuring that all artwork is handmade by the artist and not commercial products.
 - g) Carrying and submitting proof of a \$2 million insurance policy, including any riders required by private property owners acting as sponsors in allowing the use of the private property.

- h) 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.
- i) Requiring that all vendors and participants comply with local and state fire codes to (1) ensure that vendor spaces and practices do not present preventable hazards to life or property; (2) allow space and time of review of vendor space and equipment by the local fire authority having jurisdiction; and (3) to prohibit any vendor or participant not in compliance with fire and safety standards from operating until discrepancies are corrected. See references 1-3 for examples of required safety items.
- j) Requiring that all food vendors pass health department inspections to serve food.
- k) Providing notice regarding entertainer accommodation at least 90 days in advance of the festival.
- l) Providing sufficient porta potties to supplement available restrooms to accommodate daily attendees. Also, the Contractor shall clean and maintain the porta potties during the event.
- m) Providing space for Contractor's staff and entertainment during the festival. (The court is not available next year, 2024.)
- n) Submitting to the City Manager's designee statements of finances and subcontractors and a final statement of finances within 30 business days of event conclusion.
- o) 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.
- p) The Contractor agrees to pay ONE HUNDRED DOLLARS (\$100.00) per merchandise booth in fees to City.
- q) The Contractor agrees to pay TWO HUNDRED DOLLARS (\$200.00) per food vendor in fees to City.
- r) The Contractor agrees to work with City in laying out event in manner to maximize use of local streets and minimize impacts to local businesses.
- s) The Contractor shall ensure that all alcohol vendors have licenses with the City of Powder Springs.
- t) The Contractor shall ensure that all food vendors place protective grease mats under their areas to prevent grease and food stains on City property and streets.
- u) The Contractor Shall ensure that all vendors do not dispose of grease in the stormwater system, carts/cans or trash collection truck.
- v) The Contractor shall ensure that all vendors dispose of their trash in the collection truck.
- w) The Contractor shall not alter the City's electrical system including, but not limited to, removing breakers in panels. All electrical work shall be performed by the City.

2. The City will provide security from the day of the festival set up to the conclusion of the event.

- a) The City will create and implement a parking plan for the festival.
- b) The City will provide access to electrical power for use by the festival vendors.
- c) The City will supplement marketing with City marketing and advertising.
- d) The City shall provide the contractor the amount of \$12,000 for the sole purpose of securing bands for the Entertainment portion of the festival.
- e) The City shall provide trash carts/cans and collection truck for waste disposal. City staff will empty carts/cans during the event.
- f) The City shall conduct a safety inspection of the event area at the beginning of every day.
- g) The City shall keep the amphitheater bathrooms clean.

3. This contract is not subject to cancellation.

4. In the event of inclement weather, or any force majeure on Friday, May 17, Saturday, May 18, and Sunday, May 19, 2024, where City determines that the event should not be held, the parties shall cooperate to arrange an alternative festival date.


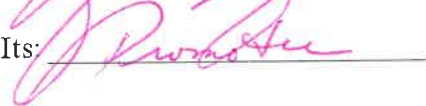
References

1. Properly placed and secured propane tanks
2. Currently Inspected and appropriate Fire Extinguisher
3. Clearly visible accessible ingress and egress for large tents


5. 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.
6. 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.
7. 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.

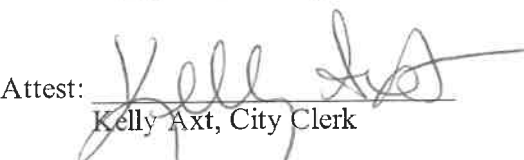
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date and year first written above.

CONTRACTOR:
Robin Roberts Promotions, LLC

By: 
Its: 

THE CITY OF POWDER SPRINGS, GEORGIA

By: 
Al Thurman, Mayor

Attest: 
Kelly Axt, City Clerk

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

By: 