

**AMENDMENT TO DOWNTOWN PARK GRAND OPENING EVENT
MANAGEMENT SERVICES AGREEMENT**

STATE OF GEORGIA

COBB COUNTY

This Amendment to the Event Management Services Agreement (the "Amendment") is made and entered into this 15th day of August, 2020, 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").

RECITALS

WHEREAS, the City and Contractor entered into that certain Event Management Services Agreement for the Downtown Park Grand Opening Event, dated January 8, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by way of reference (the "**Agreement**"); and

WHEREAS, the City and Contractor agree that the Covid-19 Pandemic and the subsequent and pending federal, state, and local public health regulations constitute a force majeure as provided for in Item #4 of the Agreement, necessitating a cancellation of the originally scheduled event for the Year 2020; and

WHEREAS, the parties mutually agree that the originally scheduled event should now be moved to take place instead in the Year 2021; and

WHEREAS, the parties mutually agree that the event, the Downtown Park Grand Opening & Seafood Festival, should now be held May 14, 2021, May 15, 2021, and May 16, 2021 ("the Grand Opening Event"); and

WHEREAS, the City and Contractor wish to amend certain terms and conditions set forth in the Agreement to effectuate their intentions.

NOW THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, including the mutual covenants, agreements and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree to amend the Agreement as follows:

1.

Contractor shall conduct and manage the Grand Opening Event with the Agreement as amended hereby.

2.

Contractor shall provide the following to City:

- a. At or prior to execution of this Amendment, Contractor shall provide to the City a copy of its business license as well as its certificate of liability insurance for the Grand Opening Event listing the city as an additional insured;
- b. A financial statement to be submitted to the city by the 5th of each month hereafter until the Grand Opening Event Date, noting all expenditures as well as revenues received with regard to the Agreement as amended. The Contractor agrees to submit additional information upon request by the City after review of each monthly statement.
- c. A list of all vendors and sponsors that is updated by the 5th of each month hereafter until the Grand Opening Event Date with regard to the Agreement as amended.

3.

If for any reason the Grand Opening Event Date needs to be changed, the parties agree to work together in good faith to accommodate the change.

4.

Should Contractor be in default of any of its obligations and fail to seasonably remedy such default, the City may cancel this Agreement and receive a full refund from Contractor of all monies which have been paid for its services under the Agreement as amended.

5.

Except as modified or otherwise provided herein, the existing terms, covenants, agreements, responsibilities and obligations contained in the Agreement shall remain in full force and effect through the term of the Agreement. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. This Amendment is effective upon the date of execution by both parties.

6.

This Amendment may be executed in multiple counterparts, which together shall constitute one original, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7.

The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Georgia. Venue of any judicial proceedings shall be in Cobb County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized representatives on the date and year first written above:

CONTRACTOR:
Robin Roberts Promotions, LLC

By: Robin Roberts Promotions LLC
Its: CEO

THE CITY OF POWDER SPRINGS, GEORGIA

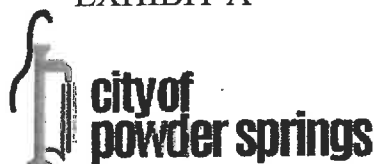
By: Al Thurman
Al Thurman, Mayor

Attest: Kelly Axt
Kelly Axt, City Clerk

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

By: Paul L. Hammack

EXHIBIT A



DOWNTOWN PARK GRAND OPENING EVENT MANAGEMENT SERVICES AGREEMENT

STATE OF GEORGIA

COBB COUNTY

This Event Management Services Agreement ("the Agreement") is made and entered into this 8th day of January 2020, 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 constructing a new downtown park with amphitheater which is anticipated to be completed in the Spring of 2020, and the City wishes to have a grand opening festival on Friday, May 15, Saturday, May 16, 2020 and Sunday, May 17, 2020; and

WHEREAS, the City solicited and received a proposal from Contractor and finds the Contractor to have the experience and qualifications to manage the three-day festival; and

WHEREAS, the City desires to accept said proposal; 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 15, Saturday, May 16, 2020 and Sunday, May 17, 2020 conduct and manage a grand opening festival for the new 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.
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.
3. This contract is not subject to cancellation.
4. In the event of inclement weather, or any force majeure on Friday, May 15, Saturday, May 16, 2020 and Sunday, May 17, 2020 where the City determines that the event should not be held, the parties shall cooperate to arrange an alternative festival date.
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.

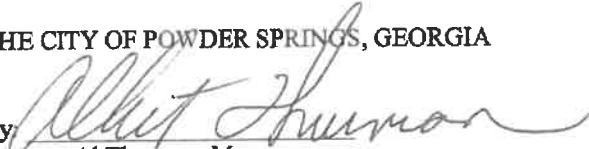
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date and year first written above.

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: 