



**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 12 day of July, 2021, 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 13, Saturday, May 14, and Sunday, May 15, 2022; 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 13, Saturday, May 14, and Sunday, May 15, 2022 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 Parks Director monthly statements of finances and subcontractors and a final statement of finances within 3 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.
3. This contract is not subject to cancellation.
4. In the event of inclement weather, or any force majeure on Friday, May 13, Saturday, May 14, and Sunday, May 15, 2022 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:

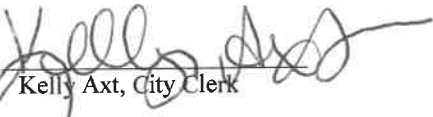
Robin Roberts Promotions, LLC

By: 

Its: July 12, 2021

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: _____
via attached email

Kelly Axt

From: David Hammock <dhammock@gdcrlaw.com>
Sent: Tuesday, July 13, 2021 10:16 AM
To: Kelly Axt
Cc: Pam Conner; Richard Calhoun
Subject: RE: Robin Roberts Renewal Contract

CAUTION: This email originated from outside the City of Powder Springs network. Maintain caution when opening external links/attachments

Good morning, Kelly. The renewal contract is acceptable as to form.

David L. Hammock | Senior Counsel



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From: Kelly Axt <kaxt@CityOfPowderSprings.org>
Sent: Tuesday, July 13, 2021 8:15 AM
To: David Hammock <dhammock@gdcrlaw.com>
Cc: Pam Conner <PCONNER@CityOfPowderSprings.org>; Richard Calhoun <rcalhoun@gdcrlaw.com>
Subject: Robin Roberts Renewal Contract

Good Morning,

Please see attached the renewal contract for Robin Roberts and the Seafood Festival. Also attached her original contract.

Verbiage changed to reflect an annual event from a grand opening and provision h. and i. added under section 1.

Thanks so much.

Kelly Axt
City Clerk, CMC
City of Powder Springs
4484 Marietta Street
Powder Springs, GA 30127
770-943-1666, ext. 312