

**STATE OF GEORGIA
COUNTY OF CHATHAM**

**SUBJECT: FACILITY USE:
FAIR SITE**

TEMPORARY LICENSE AGREEMENT

THIS AGREEMENT ("License"), effective the date the last party signs this agreement ("Effective Date"), is by and between THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, ("CITY") and CIRQUE ENTERTAINMENT, LLC d/b/a CIRQUE ITALIA ("CIRQUE ITALIA").

WHEREAS, the City is the owner of certain real property described as the 66.5 acre former fair site located at 4801 Meding Street, Chatham County, Savannah, Georgia, also referenced as PIN 2-0108-01-001; and

WHEREAS, Cirque Italia seeks to enter and use portion of the site as generally described on Exhibit A ("Premises") for educational and entertainment purposes ("Intended Use") in connection with a non-animal circus event. The Premises is restricted to land areas designated, and does not include any buildings.

NOW, THEREFORE, the City and Cirque Italia hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. The City hereby grants to Cirque Italia and to its agents, employees, guests and invitees a non-exclusive, revocable License to enter and use the Premises for the Intended Use as set forth in Article 3, below.

1.2 Condition of Premises. The City is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any occupant, visitor, or other person entering upon the Premises which violates any governmental law or ordinance intended to protect human safety. Cirque Italia accepts the Premises "AS-IS".

1.3 Assignment and Sublicensing by Cirque Italia. This License may not be assigned nor shall the Premises be sub-licensed by Cirque Italia to other occupants/users without the prior written consent of the City.

1.4 Return of Premises. Cirque Italia shall be responsible for all damage to and necessary clean-up of the premises following the Intended Use.

1.5. Additional Licensing by City. The License is non-exclusive and the City reserves the right to license other portions of the Premises to other occupants/users.

ARTICLE 2 – TERM AND FEE

The term of this License Agreement shall be for the period beginning at 8:00 a.m. on Monday, June 25, 2018 and expiring at 5:00 p.m. on Tuesday, July 3, 2018 (“Term” or “License Period”), unless otherwise terminated by the parties to this license Agreement.

The License fee shall be \$1,000.00 per day for a total of \$8,000.00. The License fee shall be paid in full at least three (3) days prior to occupancy.

ARTICLE 3 - USE OF PREMISES

3.1 Cirque Italia’s Uses. Cirque Italia shall use the Premises for the sole purpose a setting up and operating a paranormal circus event that includes food, entertainment, and designated parking.

No alcoholic beverages will be allowed on the Premises or any surrounding/adjoining property owned by the City.

Cirque Italia is responsible for all parking supervision and the safety of all visitors/guests while on the Premises.

Cirque Italia shall call 811 and schedule utility locates in the area of the tent to identify all underground utilities prior to setting up the tent and any ancillary structures. Cirque Italia shall be solely responsible for avoiding any impacts to underground utilities and paying for any damages that may result from such impacts.

3.2 Period of Operations. Operations at the Premises shall cease at no later than 11:00 p.m. each evening and commence no earlier than 8:00 a.m. each day during occupancy of the Premises.

3.3 Management of Use.

Cirque Italia shall solely be responsible for securing and managing the conditions on the Premises during the License Period.

3.4 Cleaning and Damages.

The Premises must be left in a clean, usable and undamaged condition following the License Period. Prior to and following the conclusion of the License Period, Cirque Italia and a City representative shall jointly conduct an inspection of the Premises, and shall make written note of any damaged or unclean conditions or property damages. The post-event inspection will be scheduled on or before 5:00 on July 3, 2018 and Cirque Italia agrees to be present at the designated post-event inspection. Cirque Italia shall responsible for the actual costs to repair

any damage or clean up any part of the Premises. If Cirque Italia fails to complete repairs and/or clean up prior to expiration of the License Period, then City may complete these repairs and/or clean up and draw upon the deposit to pay any associated costs; resulting in partial or total forfeiture of the damage deposit as described in provision 4.1 *infra*.

ARTICLE 4 – SECURITY DEPOSIT

4.1 Damage/Security Deposit. Cirque Italia will remit a deposit of five thousand dollars and no/100 (\$5,000.00) due and payable five (5) days prior to occupancy of the Premises. Failure to pay the damage deposit prior to the event will result in the termination of this License Agreement and cancellation of Cirque Italia Event(s). The deposit will be returned to Cirque Italia if the Premises are left in a clean, usable, and undamaged condition as stated in Article 3.4 above.

ARTICLE 5 - IDEMNIFICATION

5.1 Cirque Italia’s Obligation. Cirque Italia shall indemnify, defend and hold harmless the City, its officers, agents, partners and employees, from and against any Claim or Claims arising out of or in any way connected with this Agreement, including a Claim or Claims from the City, without limit Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Cirque Italia, its officers, agents, or employees.

ARTICLE 6 - INSURANCE

6. Insurance. The coverages referred to under Section 6 shall include the City as an additional insured. Such a provisions shall apply only in proportion to and to the extent of the negligent acts or omissions of Cirque Italia, its officers, employees, and agents.

6.1 Cirque Italia’s Insurance. Cirque Italia, at its own expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Comprehensive General Liability minimum limits as follows:

1.	Each Occurrence	\$ 1,000,000
2.	Damage to Rented Premises	\$ 3,000
3.	Personal & Adv Injury	\$ 1,000,000
4.	General Aggregate	\$ 2,000,000
5.	Products-Completed Ops. Aggregate	\$ 2,000,000

6.2 Commercial Automobile Liability. Cirque Italia must carry an automobile policy that includes coverage for owned, non-owned and hired automobiles for a minimum of:

\$1,000,000 per occurrence

6.3 Workers Compensation. Cirque Italia shall carry a workers compensation policy that includes all statutory coverage required by Georgia state law for the minimum employer's liability limits as follows:

1. \$500,000 each accident
2. \$500,000 each employee (disease)
3. \$500,000 policy limit (disease)

6.4 Umbrella/Excess Liability. Cirque Italia shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability for minimum limits as follows:

1. \$1,000,000 per occurrence
2. \$5,000,000 aggregate

6.5 Certificate of Insurance and Notice of Cancellation. Cirque Italia, upon the execution of this Agreement, shall furnish the City with certificates of insurance evidencing compliance with all requirements. Cirque Italia shall provide for a thirty (30) day notice of cancellation in favor of the City which must be endorsed to the policy and attached to the certificate. The Certificate Holder Should Read:

The Mayor and Alderman of the City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

6.6 Waiver of Subrogation. Cirque Italia agrees to waive rights of subrogation which any insurer of Cirque Italia may acquire from Cirque Italia by virtue of any loss. Cirque Italia agrees to obtain the waiver of subrogation endorsement to the policy in favor of the City which shall also be provided and attached to the Certificate of Insurance.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Facility Use/License Agreement as of the date first written above.

Signed, sealed and delivered in the Presence of:

Witness

Notary Public
Commission expires:

Signed, sealed and delivered in the Presence of:

Witness

Notary Public
Commission expires:

OWNER:

The MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, GEORGIA

BY: _____

LICENSEE:

CIRQUE ENTERTAINMENT, INC.
d/b/a Cirque Italia

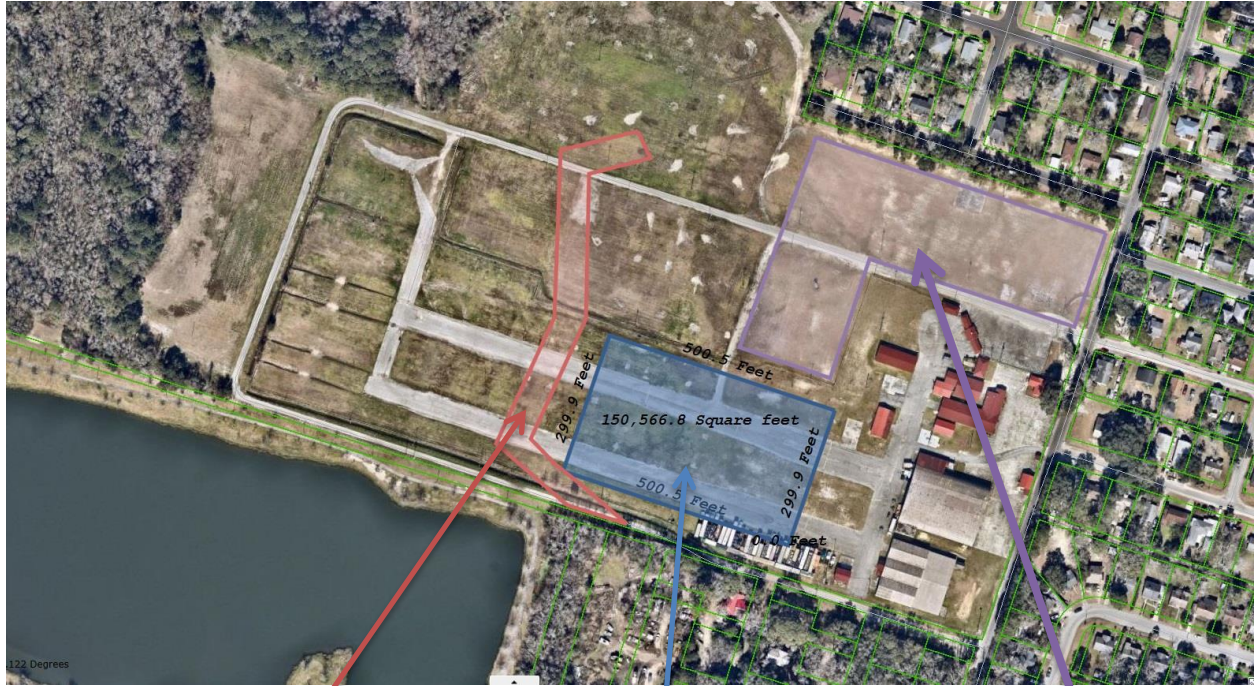
BY: _____

ITS: _____

EXHIBIT A

4801 MEDING STREET, SAVANNAH, GA 31405

PIN #2-0108 -01-001



Approximate Area of Georgia Power Easement

Designated Tent Area

Designated Parking Area