

STATE OF GEORGIA  
COUNTY OF CHATHAM

SUBJECT: FACILITY USE;  
FAIR SITE

### LICENSE AGREEMENT

THIS AGREEMENT dated August 11, 2017, ("Effective Date") is by and between THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, ("CITY") and SAVANNAH EXCHANGE CLUB FAIR ASSOCIATION, INC. d/b/a THE COASTAL EMPIRE FAIR ("FAIR").

**WHEREAS**, the City is the owner of certain real property described as follows:  
The 66.5 acre Fair site located at 4801 Meding Street in Feiler Park, Chatham County, Savannah, Georgia, also referenced as PIN 2-0108 -01-001 (the "Premises"); and

**WHEREAS**, the Fair seeks to enter and use the Premises for educational, entertainment, and public service purposes ("Intended Use") in connection with the planned 2017 Coastal Empire Fair;

**NOW, THEREFORE**, the City and the Fair hereby agree as follows:

#### **ARTICLE 1 - GRANT OF LICENSE**

1.1 **Grant.** The City hereby grants to the Fair 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. The Fair accepts the Premises "AS-IS".

1.3 **License Fee.** The license fee shall be \$25,000 for the thirty-one (31) day license period defined in Article 2; said fee being due and payable thirty (30) days before time of use of Premises.

1.4 Assignment and Sublicensing by Fair. This License may not be assigned nor shall the Premises be sub-licensed by the Fair to other occupants/users without the prior written consent of the City; whose consent can be withheld at the City's sole discretion.

1.5 Return of Premises. The Fair shall be responsible for all damage to and necessary clean-up of the premises following the Intended Use.

1.6 Additional Licensing by City. The City reserves the right to license portions of the Premises to other occupants/users subject to the prior written consent of the Fair.

## **ARTICLE 2 – LICENSE TERM**

### **2.1 Term of Use.**

The term of this License Agreement shall be for the thirty-one (31) day period commencing at 8:00 a.m. on October 20, 2017 and terminating at 5:00 p.m. on November 20, 2017 ("Term" or "License Period"), unless otherwise terminated by the parties to this license Agreement.

## **ARTICLE 3 - USE OF PREMISES**

### **3.1 The Fair's Uses.** The Fair shall use the Premises as follows:

The Fair shall use the Premises for the sole purpose of its 2017 Coastal Empire Fair that includes commercial vendors selling food and entertainment, designated parking, entertainment, agricultural exhibitions, amusement park rides, and educational and music events. No alcoholic beverages will be permitted to be sold or consumed on the Premises.

### **3.2 Management of Use.**

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

### **3.3 Cleaning and Damages.**

The Premises and its buildings and grounds must be left in a clean, usable and undamaged condition following the License Period. Any dumping which occurs on the site must be removed and cleaned. Prior to and following the conclusion of the License Period, the Fair 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 November 30, 2017 and the Fair agrees to be present at the designated post-event inspection. The Fair shall be responsible for the actual costs to repair any damage or clean up any part of the Premises. If the Fair 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 4.2 *infra*.

**ARTICLE 4 – SECURITY DEPOSIT**

4.1 Damage/Security Deposit. The Fair must pay a damage deposit of five thousand dollars (\$5,000.00) due and payable thirty (30) days before time of use of Premises. Failure to pay the damage deposit prior to the event will result in the termination of this License Agreement and cancellation of the Fair Event(s).

**ARTICLE 5 - IDEMNIFICATION**

5.1 The Fair's Obligation. The Fair 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 the Fair, 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 provisions shall apply only in proportion to and to the extent of the negligent acts or omissions of the Fair, its officers, employees, and agents.

6.1 Fair's Insurance. The Fair, 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	\$ <u>1,000,000</u>
2.	Damage to Rented Premises	\$ <u>50,000</u>
3.	Medical Expense	\$ <u>5,000</u>
4.	Personal & Adv Injury	\$ <u>1,000,000</u>
5.	General Aggregate	\$ <u>2,000,000</u>
6.	Products-Completed Ops. Aggregate	\$ <u>2,000,000</u>

6.2 Commercial Automobile Liability. The Fair 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. The Fair 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. The Fair 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. The Fair, upon the execution of this Agreement, shall furnish the City with certificates of insurance evidencing compliance with all requirements. The Fair 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:

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

6.6 Waiver of Subrogation. The Fair agrees to waive rights of subrogation which any insurer of the Fair may acquire from Fair by virtue of any loss. The Fair 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:

*Suzanne Gaudin*  
\_\_\_\_\_  
Witness

*Caryl Tyler*  
\_\_\_\_\_  
Notary Public  
Commission expires:

***Caryl K Tyler***  
Notary Public- Georgia  
Chatham County  
My Commission expires Jan. 19, 2021

OWNER:

The MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, GEORGIA

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

LICENSEE:

SAVANNAH EXCHANGE CLUB FAIR ASSOCIATION, INC. d/b/a THE COASTAL EMPIRE FAIR

BY: *Loretta P. Condit, PRES.*

ITS: *Michael H. Warescy, Treas.*

*Michael H. Warescy, Treas.*