

Administrative Guidelines

SPECIAL EVENT CITY CO-SPONSORSHIP

I. Background

Special events provide opportunities to promote community welfare and quality of life, help build a sense of community, showcase local and regional talent, enrich cultural opportunities, attract new visitors to Dunwoody, contribute to the local economy, and establish an active park system. Dunwoody recognizes these benefits and opportunities made available through special events. Therefore, the City seeks to facilitate, promote, coordinate, and co-sponsor special events that provide a benefit to the larger community and fit within the capacities of our City.

In each year since incorporation, more than 30 special events have occurred in Dunwoody. The City of Dunwoody's Special Event Ordinance, Codified as Article VIII of Chapter 26 of the Code, Section [26-269](#) subsection (e), authorizes the City Council to co-sponsor special events that they have determined to be in the general interest to the public and advance the promotion of the community. City co-sponsorship may include providing financial or in-kind support.

II. Purpose

These guidelines have been designed in order to assist the City Council as it makes its determinations of what type and level of support to provide for different special events by (1) establishing evaluation criteria for the consideration of City co-sponsored events and (2) establishing types of support for City co-sponsored events. Additionally, these guidelines have been designed as a tool for special event producers, interested in City co-sponsorship, to understand the criteria the City Council considers in co-sponsoring events and the types of support that could be requested for consideration by the City Council.

Nothing in these Administrative Guidelines is intended to amend Section 26-269 of the Code as it relates to City co-sponsorship and the City Council shall continue to make determinations as to whether or not the City should co-sponsor special events and at what level of support.

III. Scope

The scope of these Administrative Guidelines covers special events, meeting the definition of Chapter 26, Article VIII and herein, that have made application to the City and requested consideration of City co-sponsorship. These guidelines do not cover day-to-day functions of the Parks and Recreation Division as it relates to permitting or facilitating special events that do not request City co-sponsorship or the day-to-day functions of the Marketing and Public Relations Division as it relates to promoting, marketing, and supporting events in Dunwoody. Furthermore, these guidelines do not cover the day-to-day functions of the Police Department as it relates to providing law enforcement activities in or around special events including, but not limited to, crowd control, traffic enforcement, and security.

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IV. Definitions

When used in these Administrative Guidelines, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. CITY CO-SPONSORED EVENTS means events that are produced by an organization other than the City but for which the City Council has decided to provide support which may include financial or in-kind support.
- B. EVENT PRODUCER means the person responsible for planning, producing, and conducting a special event.
- C. SPECIAL EVENT means any organized for-profit or nonprofit activity having as its purpose entertainment, recreation and/or education which takes place on public property or on private property, but requires special public services within the municipal boundaries of the City of Dunwoody. Furthermore, events may be designated as “signature” or “premier” as described further below.

V. Criteria for Evaluation

The City Council considers the following criteria when determining which special events are in the general interest of the public and advance promotion of the community and should be co-sponsored:

- Perceived ability for City involvement to significantly or substantially improve the event
- Frequency of the same or similar event(s) in or in close proximity to Dunwoody
- Impact on the surrounding businesses or residences
- Likelihood of participation in event by Dunwoody residents, organizations, and businesses
- Ability for the park (or proposed area for the event) to remain open to users not participating in the event
- Likelihood for proposed type and level of event support to be managed within existing City resources
- Previous history of event producer in facilitating special events
- Perceived ability of event producer to achieve the goals for the event
- Potential conflicts with other approved or recurring events
- Impact of the event on the environment
- Impact and cost of the event on public health, welfare, and safety
- Impact and cost of the event on City departments and support services

Administrative Guidelines

VI. Types and Levels of Support

If the City Council votes to co-sponsor a proposed special event, the City may provide different types and levels of support including financial and in-kind support.

A. Financial

The City co-sponsors certain activities and events, deemed appropriate and approved by the City Council, through its annual budgeting process such as the State of the City Address. In addition, the City may make a financial contribution to an event, as requested by a special event producer, at a co-sponsorship level deemed appropriate by the City Council.

B. Volunteers

The City of Dunwoody's Volunteer Coordinating Committee promotes and facilitates volunteer involvement through partnership with nonprofit organizations, local merchants, government, places of worship, schools, and individuals for personal and community enrichment. The City may work with the Volunteer Coordinating Committee to help mobilize volunteers and reach out to other organizations affiliated with the City to promote the need for volunteers or volunteered services as they pertain to City events and City co-sponsored events.

C. Promotional / Advertising

The City maintains a calendar of events as part of its website, www.dunwoodyga.gov. The City already posts special events to the calendar as requested by event producers. The City may additionally include events in the City newsletter, a media advisory, announcements at public meetings, social media, print and/or online advertisements, radio, direct mail, e-mail blasts, and/or participate by creating brochures or fliers to be made available at City Hall, online, and at other public facilities.

D. Branding / Use of City Logo

The City has previously invested in the creation of a strong brand and logo. If used in accordance to the Brand Standards Manual, the City may grant permission for the use of its logo to event publicity and promotion if the event is found to be consistent with the City's brand and image.

E. Presence

The City may set up an informational booth, table, or other appropriate type of presence at local events such as: tradeshow, conferences, expos, fairs, parades, festivals, concerts, and markets.

F. Organizational Assistance

The City may direct staff to lend organizational assistance to event producers above and beyond the special event permitting process outlined in the Code.

Administrative Guidelines

VII. Additional Support for Signature and Premier Events

Although Dunwoody welcomes a variety of special events, certain recurring events have been deemed to be in the general interest of the public and advance promotion of the community to an extent and degree to which they have become part of the fabric of the community. These events are classified as either “signature” or “premier” events; such events are eligible for additional support services from City departments and divisions.

A. Signature Events

Dunwoody has three signature events, (1) Lemonade Days, (2) Dunwoody Art Festival, and the (3) Dunwoody Music Festival.

1. Additional Support for Signature Events

Signature events are eligible to receive up to 50% cost sharing of the Police Department support services costs for their event.

2. Designation of Additional Signature Events

The City Council may designate additional “signature” events substantially similar to those presently designated by a majority vote of council after such events have been thoroughly evaluated using both the criteria for evaluation outlined in Section V, other relevant information submitted by the event producer, and police support services costs have been budgeted through the annual budgeting process.

B. Premier Events

Dunwoody has two premier events, the (1) Dunwoody Fourth of July Parade and the (2) Dunwoody Food Truck Thursdays.

1. Additional Support for Premier Events

Premier event are eligible to receive up to 100% cost sharing of the Police Department support services costs for their event. Additionally, the City partners with its private contractors, which provide City departmental services, for the use of certain traffic control equipment, such as cones and barrels. Premier events are eligible to receive up to 100% cost sharing of the use of traffic control equipment for their event.

2. Designation of Additional Premier Events

The City Council may designate additional “premier” events substantially similar to that presently designated by a majority vote of council after such events have established an extensive history and notoriety, been thoroughly evaluated using both the criteria for evaluation outlined in Section V, other relevant information submitted by the event producer, and police support services costs have been budgeted through the annual budgeting process.

VIII. Exceptions

Administrative Guidelines

The City does not co-sponsor events by providing support, supplies, or equipment from different City departments or private contractors with the exception of that provided for signature and premier events as outlined above.

IX. Responsibility

The event producer, the Parks and Recreation Manager, the City Council, and the City Manager all have specific duties and powers in regards to the Administrative Guidelines for Special Event City Co-Sponsorship.

A. Event Producer

1. If interested, work with the Parks and Recreation Manager to prepare necessary information for the City Council's consideration of co-sponsorship.
2. Although the City may provide financial and in-kind support to any special event, the event must still meet the requirements of the Special Events Ordinance including providing personnel and services deemed necessary and in excess of the level of support as authorized by the City Council at the time of their co-sponsorship of the event.

B. Parks and Recreation Manager

1. Work with all special event producers that request consideration of City co-sponsorship to inform them of the criteria used by the City Council to determine co-sponsorship and types of support possible.
2. Work with the City Clerk to bring each request for co-sponsorship to the City Council at their earliest regularly scheduled meeting.

C. City Council

1. Based on the established criteria for evaluation, determine which events the City should co-sponsor and what types and levels of support the City should provide.

D. City Manager

1. Work with all affected staff and departments to ensure the City co-sponsors events as directed by the City Council.



Dunwoody Preservation Trust
PO Box 888658, Dunwoody GA 30356
P: 770-668-0401 F: 404-445-7949
www.dunwoodypreservationtrust.org

#12.

2015-2016 Board of Directors

Co-Presidents:

Dolores Lauderdale
Melanie Williams

VP of Development:

Wright Dempsey

VP of Events & Community

Outreach:

David Long

VP of Marketing & Communications:

Kathy Florence

VP of Properties

Jim Williams

Secretary:

Hope Follmer

Treasurer:

Lynn Tinley

Parliamentarian:

Tom Florence

Curator & Education:

Valerie Biggerstaff

Directors

Cemeteries:

Kris Turnbull

Cheek Spruill House:

Dan Griffin

Community Events:

Sara Massey

Donaldson-Bannister

Farm: Jane Henley &
Clare Weaver

Grants:

Louise Campbell

Lemonade Days:

Lisa Victory

Past Presidents:

Tom & Monica McGurk
Tom & Kathy Florence
Sam & Molly Portis
Danny & Queenie Ross

Founders:

Joyce Amacher
Lynne Byrd

Executive Director:

Debbie Fuse

July 28, 2015

Mayor Mike Davis
City Council
City of Dunwoody
41 Perimeter Center East # 250
Dunwoody GA 30346

Dear Mayor Davis and City Council:

Dunwoody Preservation Trust (DPT), the organizing sponsor of Lemonade Days, is requesting that its second annual fundraising event, Apple Cider Days, be considered a Signature Event by the City of Dunwoody. As in the City's description of that status, we are requesting that the City would provide 50% of the cost of security for the five-day event.

Since the City of Dunwoody's inception, the City has co-sponsored Lemonade Days, The Art Festival, the July Fourth Parade, and more recently Dunwoody Food Truck Thursday, through a contribution of police services. The July Fourth Parade, Food Truck Thursday, and, as of spring 2015, Lemonade Days all are now considered Premier Events with the city.

Dunwoody Preservation Trust (DPT), was founded in 1995 as a 501(c)(3) organization chartered to preserve the history and heritage of Dunwoody through various means. These include acquisition and/or underwriting the maintenance of historically significant properties, documenting historical and current happenings, and providing education on Dunwoody's past and historic events.

In pursuing these goals, DPT has been responsible for saving the Cheek-Spruill House (which is used in the City of Dunwoody's seal) in the center of Dunwoody and is now focused on the rehabilitation of the Donaldson-Bannister Farm, which is owned by the [City of Dunwoody](http://www.cityofdunwoody.com). The DPT has been successful in placing both the Cheek-Spruill House and Donaldson-Bannister Farm and Cemetery, along with the Isaac Roberts House on Roberts Drive, on the National Register of Historic Homes.

On October 21-25th, 2015 [Dunwoody Preservation Trust \(DPT\)](http://www.dunwoodypreservationtrust.org) will host the 3rd annual [Apple Cider Days](http://www.dunwoodypreservationtrust.org), another major family-friendly event for Dunwoody residents. The event will again be held at the Perimeter Mall and will include amusement park rides, games, food vending, face painting, family photo opportunities, and other individual and family activities. It will be held Wednesday and Thursday from 4 to 10:00 PM, Friday from 4 to 11 PM, Saturday from 12 to 11 PM and Sunday from 12 to 7:00 PM. This will be the third year for this event which has already increased its attendance to 30,000 attendees, and will continue to grow year after year!



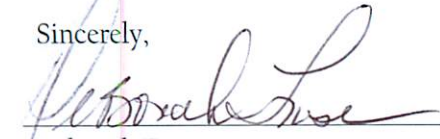
Dunwoody Preservation Trust
PO Box 888658, Dunwoody GA 30356
P: 770-668-0401 F: 404-445-7949
www.dunwoodypreservationtrust.org


The Donaldson-Bannister Farm will be the primary benefactor of the proceeds from Apple Cider Days. The house and its outbuildings date to the early 1870s and are in need of restoration and refurbishment. The goal of the DPT is to make the property available to the community by providing ongoing programming and rehabilitation. A collaborative effort between the City of Dunwoody, Dunwoody Preservation Trust and several community partners is well underway.


Designation of Apple Cider Days by the City of Dunwoody as a Signature Event will assist in reducing costs for Apple Cider Days, and increase funds available towards our mission of education and the preservation of historic properties and cemeteries, and the long-term goal of restoring and opening the Donaldson-Bannister Farm for community use.

Please give serious consideration to our request to make Apple Cider Days as a Signature Event.

Sincerely,


Deborah Fuse
Executive Director


Dolores Lauderdale
Co-President


Melane Williams
Co-President

Cc: David Long, Director of Apple Cider Days

SPECIAL EVENT REQUIRED DETAILS



41 Perimeter Center East | Dunwoody, GA 30346
Phone: (678) 382-6700 | Fax: (678) 382-6701

- * **Schedule of Proposed Activities** (include or attach information on any prep time, actual event hours, and clean up)

Set up and breakdown are listed above. Event will include Food vendors, carnival rides, some vendor and sponsor booths as you would see at Lemonade Days, yet a smaller event.
Food vendors will have provided a copy of their Current Liability insurance and/or current license

- * **First Aid/Medical Support Plan** (include or attach information on company/individual's contact information)

Will provide - we will have First Aid booth at the event. Wednesday and Thursday we will rely on the onsite security and 911 emergency call if needed.

- * **Waste Disposal and Recycling Plan** (include or attach information on number of each receptacle, name and contact information of person in charge of monitoring bin capacity, company responsible for waste/recycling removal, and schedule for removal)

Trash and Recycling Plan provided by Jeebiz, Bill Ward - 2402 Mt. Vernon Rd, Suite 200, Dunwoody GA 30338 Office: 770-551-0420, Cell: 507-291-0760
15 each throughout the property, with more placed in the food service area.

- * **Restroom Facilities Plan** (include or attach information on number of portable facilities and describe location)

6 Porta-Potties and one hand washing station Provided by JeeBiz above

- * **Parking and Traffic Control Plan** (include or attach information on both on-site and any off-site locations as well as details regarding anticipated traffic flow to and from event)

Parking will be within the Mall area lots and garages. The flow of traffic seems to be consistent rather than at lot at one time. Therefore, Mall parking will be fine with lots & garage.

- * **Security and Crowd Control Plan** (include or attach information on security and crowd control for both the event and any time between assembly/set-up and the start of the event)

We will be scheduling with the Dunwoody Police for Security purposes and will have 1-2 there at all times. See Signage plan

Signage will be set to provide ample information for ease of crowd control, traffic & Parking for event.

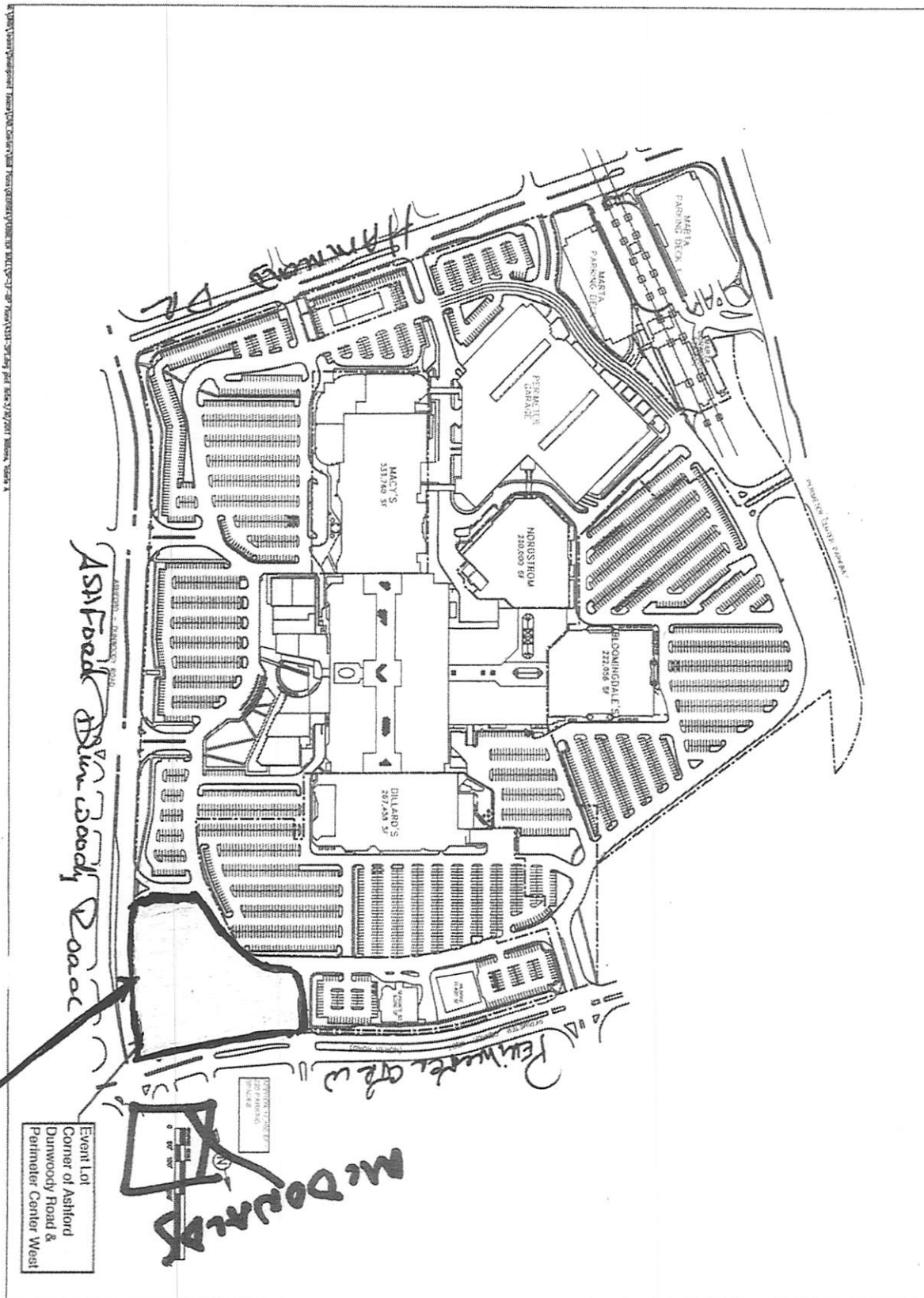
**Please feel free to submit additional pages
with clarifying information.**



City of Dunwoody
41 Perimeter Center East
Dunwoody, GA 30346
Phone: (678) 382-6800
Fax: (770) 396-4828

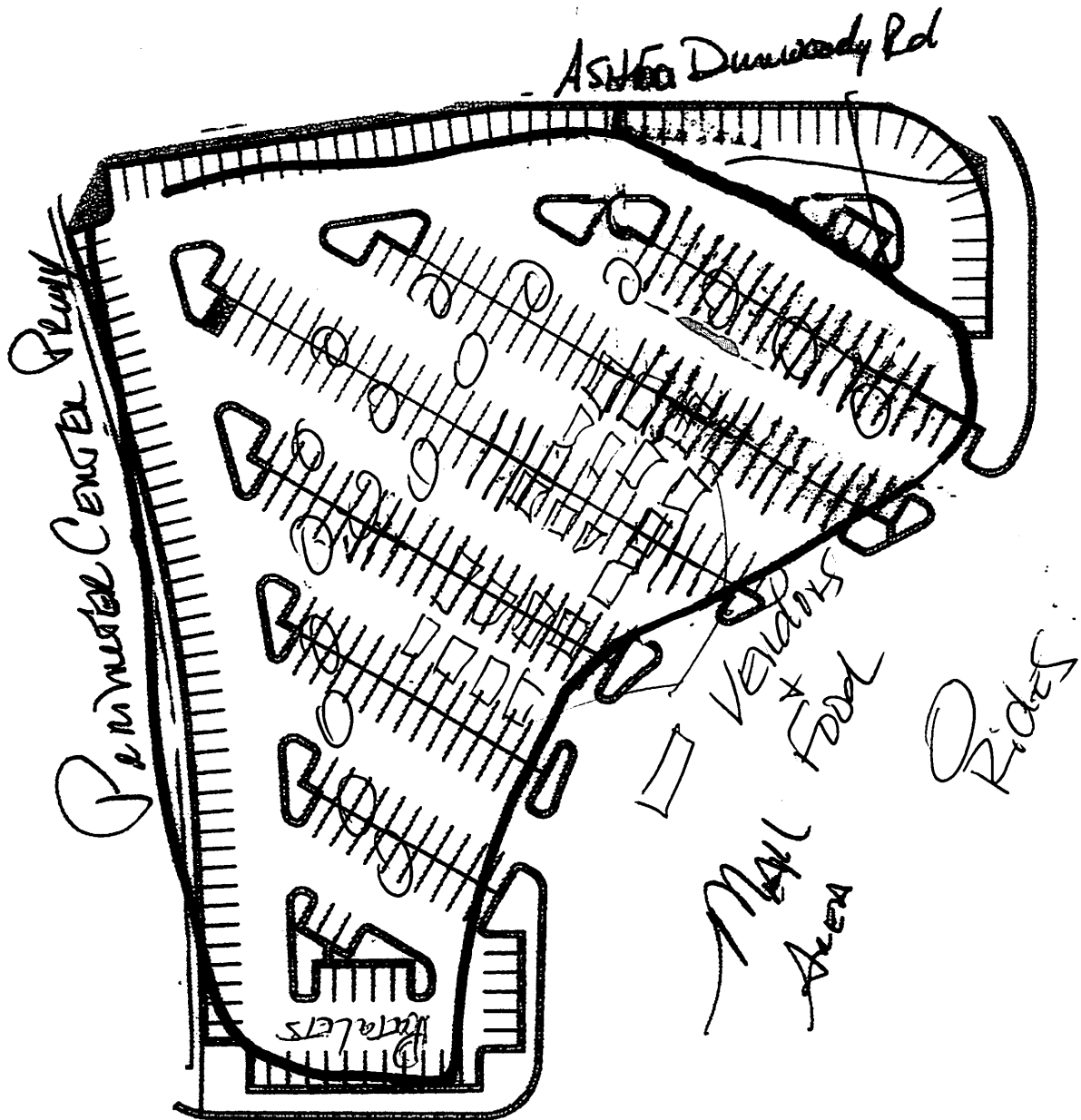
Special Event Sign Permit Application

Special Event	Event Name: Apple Cider Days				
	Event Date(include start and end dates): October 21st-25th, 2015				
	Contact Name: David Long - Event Director / Debbie Fuse, Exec.Dir				
	Contact Address: Dunwoody Preservation Trust, PO Box 888658, Dunwoody GA 30356				
	Phone: 770-668-0401 / 404-915-7944		Email: debbie@dunwoodypt.org or dlong1261@aol.com		
Sign Description	Location Address	Start/End Date* <small>*for signs</small>	Material	Size (sf)	Quantity
	Event Banners (4) - 1 @ Mall Entrances at Perimeter Ctr W & 1@ Ashford Dunwoody Rd, 1@ CS Farmhouse 1@Donaldson Bannister Farmhouse, 1@Hammond Dr	10.18-10.25.15	vinyl banner	3X8	5
	Welcome Banner @ Entrance into the Event location	10.18- 10.25.15	vinyl banner	3X12	1
	Banner for First Aid tent	10.21- 10.25.15	vinyl banner	3X8	1
	Banner for Sponsors and Vendors	10.21-10.25.15	vinyl banner	3X10	3
	Directional Signs - Parking (12), First Aid (2) , Registration	10.21-10.25.15	coroplast	18"x24"	15
	Use additional sheets for sign descriptions as necessary. Include the same information as requested above.				Total
	25				
	Property Owner/Agents' permission to install and maintain signs? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	Will contractor install sign? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Occupational Tax Certificate #:				
Sign Contractor	Company Name:				
	Contact Name:				
	Address:				
	Phone:	Fax:	Email:		
Signature	I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the City of Dunwoody Zoning and Sign Ordinance and/or the provisions regarding Special Events, including the forfeiture of the sign deposit if an accurate affidavit is not submitted within seven (7) days of the conclusion of the event. If any information is found to be false or misrepresented, the permit will be deemed invalid. I agree to indemnify and hold the city harmless from all damages, demands or expenses of every character which may in any manner be caused by the sign(s) or sign structure(s).				
	Applicant's Name: David Long, DPT VP Evnets				
	Applicant's Signature:			Date: 7/29/2015	
Staff	Staff Only				
	Received by:		Decision:		Date:
	Permit Number:		Permit Issued Date:		



APPLE CIDER
DAYS EVENT

<p>PERIMETER MALL 4400 ASHFORD DUNWOODY ROAD ATLANTA, GEORGIA 30346</p>		<p>GCP General Construction Properties, Inc. 1100 North Wacker Drive, Chicago, IL 60606 (312) 567-5500 www.gcp.com</p>
<p>DATE: 10/20/01</p>	<p>SHEET NO.: SP1</p>	<p>SITE PLAN</p>





City of Dunwoody
41 Perimeter Center East
Dunwoody, GA 30346
Phone: (678) 382-6800
Fax: (770) 396-4828

Special Event Sign Permit Application

Special Event	Event Name: Apple Cider Days					
	Event Date(include start and end dates): October 21st-25th, 2015					
	Contact Name: David Long - Event Director / Debbie Fuse, Exec.Dir					
	Contact Address: Dunwoody Preservation Trust, PO Box 888658, Dunwoody GA 30356					
Phone: 770-668-0401 / 404-915-7944			Email: debbie@dunwoodypt.org or dlong1261@aol.com			
Sign Description	Location Address	Start/End Date* <small>*for signs</small>	Material	Size (sf)	Quantity	
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	Use additional sheets for sign descriptions as necessary. Include the same information as requested above.				Total	25
	Property Owner/Agents' permission to install and maintain signs? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Sign Contractor	Will contractor install sign? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Occupational Tax Certificate #:					
	Company Name:					
	Contact Name:					
	Address:					
Signature	Phone:					
	Fax:		Email:			
	I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the City of Dunwoody Zoning and Sign Ordinance and/or the provisions regarding Special Events, including the forfeiture of the sign deposit if an accurate affidavit is not submitted within seven (7) days of the conclusion of the event. If any information is found to be false or misrepresented, the permit will be deemed invalid. I agree to indemnify and hold the city harmless from all damages, demands or expenses of every character which may in any manner be caused by the sign(s) or sign structure(s).					
	Applicant's Name: David Long, DPT VP Evnets					
Staff	Applicant's Signature:				Date: 7/29/2015	
	Staff Only					
	Received by:		Decision:		Date:	
Permit Number:			Permit Issued Date:			



City of Dunwoody
 41 Perimeter Center East
 Dunwoody, GA 30346
 Phone: (678) 382-6800
 Fax: (770) 396-4828

Special Event Sign Permit Application

Any applicant wishing to erect signage for a special event must complete the following form. Pursuant to Sec. 26-270, Permit Fees, a deposit according to the following scale shall be submitted at the time a permit is issued. The fee is refundable only upon submittal of an affidavit that all signs associated with the event have been removed. **Such affidavit must be submitted, in person, within seven (7) days of the conclusion of the event, or the deposit shall be forfeited.** It is the responsibility of the applicant to contact the City for the appropriate affidavit and have it signed and dated within the allotted time frame to receive the refund.

Total Number of Signs Erected	Deposit
0-10	\$100
10-50	\$250
50-100	\$400
100-200	\$750
200+	\$900

Please note, the following signs are prohibited in Dunwoody:

- Animated Signs
- Balloons, streamers, air or gas filled figures, except in single-family residences and fee simple multi-family residences for non-commercial use

If you have questions, please contact the Community Development Department at (678) 382-6800.



EVENT AGREEMENT

This Event Agreement ("Agreement") is made as of this day, Friday, January 9, 2015, ("Effective Date") by and between marketing manager(s) that have executed this Agreement ("Marketing Manager") and Peachtree Rides, Inc ("Organizer").

WHEREAS, Marketing Manager: (i) is the "Owner" of the shopping center listed on Exhibit A and manages and directs certain advertising activities at such shopping center; or (ii) has been engaged by several Owners to manage and direct such activities at the shopping centers listed on Exhibit A. Each shopping center is herein called a "Shopping Center" and collectively the "Shopping Centers"; and

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center(s) as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided by Marketing Manager as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Marketing Manager under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Marketing Manager will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Marketing Manager to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Marketing Manager for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Marketing Manager all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Marketing Manager to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center(s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Marketing Manager immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Marketing Manager prior to commencement of the Event and the provision of such permits or licenses to Marketing Manager is a condition precedent to any access to the Premises.
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Marketing Manager a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Marketing Manager, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center(s) caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or



participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center(s).

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Marketing Manager the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Marketing Manager shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Marketing Manager shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Marketing Manager for such removal, storage and/or disposal.
 - F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
 - G. **Acknowledgement.** Organizer acknowledges and agrees that Marketing Manager's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **MARKETING MANAGER'S OBLIGATIONS.** Marketing Manager shall review and approve in writing, in its sole discretion, all Event Elements. Marketing Manager reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Marketing Manager's approval of the Event, Marketing Manager shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Marketing Manager and as needed to perform Organizer's obligations under this Agreement. Marketing Manager shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Marketing Manager with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Marketing Manager in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Marketing Manager shall not approve of, or permit, any such Contractor to enter the Premises, until Marketing Manager has received from each Contractor (i) a certificate of insurance evidencing coverage satisfactory to Marketing Manager and listing Marketing Manager as an additional insured and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Marketing Manager's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Marketing Manager, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Marketing Manager's name or the name of any affiliate of Marketing Manager, or the name, address or any picture or likeness of, or reference to, the Shopping Center(s) in any advertising, promotional, or other materials.
 - B. Marketing Manager may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Marketing Manager shall have the right to use such images or recordings for purposes of promoting the Shopping Center(s) and marketing activities at the Shopping Center(s).
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of



privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.

- B. Marketing Manager represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Marketing Manager's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Marketing Manager, including Marketing Manager's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center(s) from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center(s) from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Marketing Manager shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Marketing Manager's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Marketing Manager's negligence or intentional misconduct or other action or omission of Marketing Manager, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

- 10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Marketing Manager. Marketing Manager shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Marketing Manager during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Marketing Manager for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Marketing Manager that the security procedures used by Marketing Manager, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center(s) from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center(s) from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT MARKETING MANAGER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF MARKETING MANAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF MARKETING MANAGER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

- 11. **RELOCATION; REMOVAL.** Marketing Manager has the right in its sole discretion to relocate the Premises within the Shopping Center(s) for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Marketing Manager shall provide Organizer with notice of the relocation and



shall make reasonable efforts to relocate the Premises at Marketing Manager's expense to a location within the Shopping Center(s) that offers comparable exposure to Organizer, as determined by Marketing Manager. If it is not feasible to relocate as determined by Marketing Manager, Marketing Manager shall reimburse to Organizer the unearned portion of the Event Fee paid to Marketing Manager based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Marketing Manager has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Marketing Manager shall reimburse to Organizer the unearned portion of the Event Fee paid to Marketing Manager based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. TERMINATION; FAILURE TO PERFORM.

- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center(s), or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center(s) to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Marketing Manager pursuant to this Subsection 12A, in addition to any other remedies available to Marketing Manager at law, in equity or otherwise, Organizer shall pay to Marketing Manager the Event Fee.
- B. **Termination without Cause.** Marketing Manager may terminate this Agreement immediately upon notice to Organizer at such time as Marketing Manager may elect without cause. If Marketing Manager terminates this Agreement without cause, Marketing Manager shall refund to Organizer the unearned portion of the Event Fee paid to Marketing Manager based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Marketing Manager. Marketing Manager may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Marketing Manager under this Agreement.
- C. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center(s) to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- D. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Illinois without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- E. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.



- F. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center(s) to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- G. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- H. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Peachtree Rides, Inc

By: Susan L. Ogians

Its: Administrator

Dunwoody Preservation Trust, LLC

By: Debbie Fuse
Debbie Fuse, Executive Director

MARKETING MANAGER:

PERIMETER MALL, LLC, a Maryland limited liability company

By: [Signature]
Authorized Signatory

PERIMETER MALL FACILITIES, LLC,
a Delaware corporation

By: [Signature]
Authorized Signatory