

EVENT CONTRACTOR AGREEMENT

This Agreement (hereinafter called "Agreement"), dated as of the 8th day of ~~June~~ ^{July}, 2013 is entered into by and between the City of Stockbridge, Georgia (hereinafter called the "City") and DDJ Event Productions, LLC (hereinafter "Contractor"). On occasion both entities shall be referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, the City desires to hold a ½ marathon run in conjunction with its Bridgefest event; and

WHEREAS, the Contractor has experience in the area of holding such events that is not available within the City and desires to provide such services to the City;

NOW, THEREFORE, the parties hereto, for, and in consideration of their mutual promises, covenants, and agreements herein contained, do hereby mutually covenant, agree, and consent as follows:

SECTION ONE. WORK TO BE PERFORMED

The Contractor agrees to perform the work described on Exhibit "A" attached hereto and incorporated herein, as if fully set forth. The services shall be provided on the date in question, as well as on any prior and subsequent necessary dates in order to hold the event in question.

SECTION TWO. PAYMENT

- A. The City agrees to pay the Contractor in a total amount of five thousand dollars (\$5,000.00) for the work described in Exhibit "A."
- B. The primary contact for the City shall be City Manager David Milliron. Any communications or correspondence relating to this Agreement should be directed to the City manager at City Hall.

SECTION THREE. WARRANTIES AND REPRESENTATIONS

- A. The Contractor warrants and represents that to the best of its knowledge, no member, employee, officer, agent or official of the City, nor any member of their immediate family, has any interest direct or indirect, in this Agreement or any proceeds or benefits arising there from.
- B. The Contractor warrants and represents that it is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in this Agreement by any state or federal department or agency or the City and the Contractor shall not in the performance of this Agreement, knowingly enter into any

contract with a person or entity who is debarred, suspended, proposed for debarment or suspension, or otherwise ineligible.

SECTION FOUR. MISCELLANEOUS

- A. Nothing herein nor any actions of the parties shall be construed to create any agency relationship or joint venture between the City and the Contractor. The City is not an agent or representative of the Contractor and the Contractor is not an agent or representative of the City and neither may bind the other. The Contractor shall be solely responsible for procuring and providing all materials, and facilities (except as otherwise provided herein) necessary or incidental to the performance of the work set forth in Exhibit "A."
- B. The Contractor is an independent contractor and its employees are not employees of the City. The Contractor is solely responsible for the conduct and control of the work to be completed as part of this Agreement. The Contractor is solely responsible for reporting and paying any required local, state and federal taxes relating to its payment hereunder.
- C. This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modifications of this Agreement shall be binding unless both parties agree to said modification in writing.
- D. The parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation, construction and validity of this Agreement. In the event any portion part or portion of this Agreement is, for any reason, set aside or deemed unlawful, those lawful parts or portions shall survive and continue in full force and effect.
- E. Time is of the essence in the performance of this Agreement.
- F. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the City.
- G. Neither failure nor delay on the part of the City to exercise any right, power or privilege under this Agreement shall be deemed to operate as continuing waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of additional rights, powers, or privileges. No waiver of any breach of any term, condition or covenant shall be construed as a continuing waiver of any subsequent breach hereunder.
- H. The City may upon ten (10) days written notice to the Contractor, with or without cause, terminate this Agreement.
- I. This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution.

- J. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims.
- K. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- L. Contractor agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provisions of services, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary by the City.
- M. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- N. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding among the parties hereto, and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- O. The Parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the Parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement. The Parties agree that the terms of this Agreement were negotiated at arms length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party; and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.
- P. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms and provisions hereof, will not conflict with nor result in a breach of, nor be a default under any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority

or agency, or any agreement or instrument to which the City is a party or by which it is bound or to which it is subject.

Q. Should it prove impossible to hold the event contemplated by the parties due to forces outside the control of either party, such as weather conditions or other forces of nature, the parties agree that the event will not be held, the Contractor will not be required to perform the services described in Exhibit "A", and the Contractor will refund to the City its payment under this contract, minus any out of pocket expenses for any work performed.

IN WITNESS WHEREOF, the parties have hereunder duly executed this Agreement on this day and year first written above.

(SEAL)

CITY OF STOCKBRIDGE, GEORGIA



Mayor Mark A. Alarcon

ATTEST:



Rhonda A. Blackmon, City Clerk

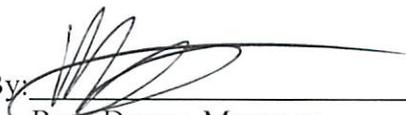
APPROVED AS TO FORM:



William J. Linkous, III, City Attorney

DDJ Event Productions, LLC

(SEAL)

By: 

Ross Davey, Manager

ATTEST:

Corporate Secretary

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EXHIBIT "A"