

GENERAL AGREEMENT FOR CULTURAL AND LEISURE SERVICES

This Agreement (hereinafter called "Agreement"), dated as of the 15th day of August, 2013 is entered into by and between the The Downtown Development Authority of Stockbridge, Georgia (hereinafter called the "DDA") and Phoenix Theater Academy, Inc. d/b/a Academy Theater (hereinafter "Contractor"). On occasion both entities shall be referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, the DDA desires to lease certain improved real property which is owned by the City of Stockbridge and leased to the DDA by the City, and which is commonly referred to as the Stockbridge Multiplex Building and property, to the Contractor at a reduced rate in order to promote cultural and leisure opportunities within the downtown area of the City of Stockbridge in exchange for the provision of such opportunities and services; and

WHEREAS, the Parties agree that the Contractor has sufficient skills, ability, experience, and expertise to provide the City's downtown area with the desired opportunities and services; and

WHEREAS, the Contractor desires to provide the City's downtown area with the desired cultural and leisure services in exchange for a reduced rental rate on the improved real property at issue; and

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. LEASE

The DDA hereby agrees to rent the agreed-upon portions of its improved real property known as the Stockbridge Multiplex Building for three years under the terms and conditions contained in the lease document attached hereto as Exhibit "A" beginning on a date certain agreed upon by the Parties.

SECTION TWO. SERVICES BY CONTRACTOR

- A. During the term of the lease, Contractor agrees to regularly produce and provide main-stage theatrical work of the quality it has produced in the past, and to make such work available for public viewing by the residents, citizens, business owners and employees, and tourists arriving in, the City of Stockbridge at the leased premises under terms similar to those which Contractor has utilized in its past performances.

- B. During the term of the lease, Contractor agrees to produce and provide a continuing Theatre for Youth Artists-in-Schools program which may tour throughout the State of Georgia of a similar quality to the youth programs Contractor has produced in the past.
- C. During the term of the lease, Contractor agrees to produce and provide a continuing Academy Senior Theatre Program which may tour throughout the State of Georgia of a similar quality to the programs Contractor has produced in the past.
- D. During the term of the lease, Contractor agrees to produce and provide yearly classes for youth and adults covering subject matter that is similar to what the Contractor has produced in the past.
- E. During the term of the lease, Contractor agrees to produce and provide a yearly Improv Festival, a yearly Short Play Festival, and yearly New Play Readings of a similar quality to the programs Contractor has produced in the past.
- F. During the term of the lease, Contractor agrees to foster and develop relationships with the Stockbridge arts community and with other local performing arts organizations. As necessary, Contractor will attempt to locate visual artists willing to teach art lessons to children and adults on the premises.
- G. During the term of the lease, Contractor will, as necessary or desirable, utilize its relationships with other performing arts companies to provide additional opportunities and services to the residents, citizens, business owners and employees, and tourists of the City of Stockbridge. Some of the companies which may be utilized include: Atlanta Radio Theatre Company for production of radio theatre, City Gate Dance Theatre Company for teaching ballet and modern dance classes for youth and adults, Collective 51 for all female production of improv performances, Flying Cat Productions for the production of play festivals, Laughing Matters for the production of improv, murder mystery, and corporate training, Tiger Peach Improv for the production of improv performances, Thimblorig Circuit for the production of circus arts performances, and Working Title Playwrights for conducting readings, workshops, and staged readings of new plays.
- H. The primary contact for the DDA as to this Agreement shall be Executive Director B.J. Mathis, or the then existing Executive Director and/or Stockbridge Economic Development Director. Any communications or correspondence relating to this Agreement should be directed to the DDA Executive Director 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 DDA, 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 DDA and the Contractor. The DDA 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 described herein.
- B. The Contractor is an independent contractor and its employees are not employees of the DDA. 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 DDA.
- G. Neither failure nor delay on the part of the DDA 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. This Contract in no way is deemed to create a debt incurred by the DDA for the payment of any sum beyond the calendar year of execution.
- I. 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.

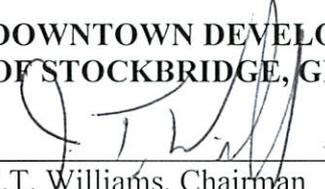
- J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the DDA.
- K. Contractor agrees to indemnify, save and hold harmless, and defend the DDA and the City of Stockbridge, their officers, boards, and employees, from 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.
- L. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- M. This Agreement constitutes 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.
- N. 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.
- O. 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 DDA is a party or by which it is bound or to which it is subject.
- P. Should Contractor default upon the required performance under this Agreement, the DDA shall send notice to the Contractor at the premises via hand delivery or certified mail of the default. Should Contractor fail to cure the default within 30 days of receipt of

the notice from the DDA, the DDA shall be entitled to cancel the lease, and begin proceedings under Georgia law to evict Contractor from the premises. The DDA shall also be entitled to seek its attorneys' fees and costs associated with any such eviction from the premises.

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

(SEAL)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF STOCKBRIDGE, GEORGIA**



J.T. Williams, Chairman

ATTEST:



Rhonda A. Blackmon, City Clerk

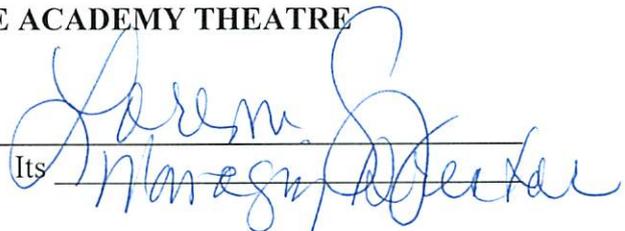
APPROVED AS TO FORM:



William J. Linkous, III, City Attorney

(SEAL)

THE ACADEMY THEATRE

By: 
Its Managing Director

ATTEST:



Its Artistic Director

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