

STATE OF GEORGIA
COUNTY OF GWINNETT

AGREEMENT

This Agreement (hereinafter referred to as the “Agreement”) is made and entered into and shall be effective the 1st day of August, 2019, by and between the **CITY OF SUGAR HILL, GEORGIA** (the “City”), a Georgia Municipal Corporation, and **PLAYERS GUILD@SUGAR HILL, INC.** (the “Players Guild”).

WHEREAS, the City desires to promote its downtown and Central Business District through partnerships that will attract residents and visitors to the downtown area of the City and provide enjoyment for the benefit of the City’s citizens; and

WHEREAS, the City desires to promote the arts and cultural attractions within the City and specifically within the downtown area of the City; and

WHEREAS, the City of Sugar Hill Downtown Development Authority has constructed a mixed-use facility in downtown Sugar Hill that contains a performing arts building named the Eagle Theatre (hereinafter “Eagle Theatre”); and

WHEREAS, the City leases and manages the Eagle Theatre and wants to encourage the Players Guild to hold performances at the Eagle Theatre; and

WHEREAS, the Players Guild needs space to build sets and to store costumes and other items and has entered into a separate agreement with the City to use space within the Eagle Theatre; and

WHEREAS, the Players Guild desires to produce theatrical and performing arts, entertainment, and education for the benefit of the community and the citizens of the City; and

WHEREAS, the City desires for the Players Guild to provide entertainment and education for the citizens of the City; and

NOW THEREFORE, in consideration of the covenants and promises set forth herein, compensation as approved in an annual appropriation of the city council, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **REQUIRED ACTIVITIES**. The Players Guild shall provide the following services to the City between August 1, 2019 and July 31, 2020:
 - a. Conduct no less than four (4) dramatic presentations, plays, or performances and no more than five (5) in the Eagle Theatre or mutually agreed-upon city facility with scheduling of said performances and any related rehearsals coordinated with the Theatre’s programming or other appropriate city staff. The chosen presentations, plays or performances shall be consistent with the

Players Guild's charter documents and shall be subject to approval of the Theatre's programming staff to avoid presentation of inappropriate content.

- b. Provide volunteers to perform a minimum of **800** annual community service hours to support the Theatre operations during non-Guild performances to demonstrate commitment to the arts and its promotion, coordinated through the Theatre programming staff.
 - c. The Players Guild's share of net ticket revenues from performances provided by the Players Guild under this Agreement shall be 100%. All concession revenues shall be the City's.
 - d. Submit before July 1, proposed performance schedule and any request for use of space within the Eagle Theatre for storage, set shop, or other needs. Each performance shall be subject to review, approval and limits as established by Theatre programming staff through written agreement with specific time limits on stage, auditorium, and back of house access. Performances will further be subject to the policies and procedures as outlined in the EAGLE THEATRE Facility Usage Policy and Technical Package.
2. **TERM.** The term of this Agreement shall begin upon the effective date as provided above and continue until midnight on the 31st day of July, 2020, unless sooner terminated. This Agreement shall be eligible for annual renewal upon mutual agreement of the Players Guild and the City.
 3. **MARKETING.** The City shall be a sponsor of the shows produced under this Agreement. Therefore, the City's logo shall be incorporated in marketing and promotional materials related to said shows. However, the City shall be required to review and approve the use of its logo on any and all materials before said materials may be publicly released.
 4. **BOARD OF DIRECTORS.** During the duration of this Agreement and any renewal thereto, the City shall have the right to appoint one (1) voting member of the Board of Directors of the Players Guild. The City agrees that the member it appoints shall not be an elected official of the City.
 5. **REPORTS TO CITY COUNCIL.** The Players Guild shall provide a written report to the City Council at least once per year. The report shall be due on or before July 15th of each year. The Players Guild shall send a representative to a council meeting to answer any questions regarding the written report and/or to make an oral report. The written report shall include at a minimum the following: information regarding programs delivered, attendance at each program, programs being planned, fund raising goals and statistics, financials data, community services hours provided to the City (between August 1 and July 31 of the following year), and other pertinent information regarding cultural arts in the City.

6. **NON-PROFIT REQUIREMENT.** The Players Guild shall at all times during the term of this Agreement operate as a non-profit entity. The City shall have the right to inspect and audit the financial records of the Players Guild at any time in order to ensure compliance with the provisions of this Agreement.

7. **INDEMNITY.** The Players Guild shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by:
 - a. The Players Guild, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages; and
 - b. All other persons, including the City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect in any undertaking hereunder by the Players Guild, or any failure of the Players Guild to comply with the provisions of this Agreement.
 - c. In the event that any action or proceeding is brought against the City by reason of any such claim, then the Players Guild, upon notice from the City, shall defend such action or proceeding at the cost of the Players Guild, and the Players Guild shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against the City. The obligations imposed on the Players Guild by this Paragraph shall survive the termination of this Agreement for any event occurring during the term of this Agreement.

8. **INSURANCE.** The Players Guild shall be responsible for a general liability insurance policy with a minimum policy limit of \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for death. Statutory workers' compensation insurance for its employees shall be obtained if required by law. All policies shall insure the City and the Players Guild as their respective interests shall appear and shall contain a replacement cost endorsement. The Players Guild shall keep policies in force during the term of this Agreement and for at least one year thereafter, and submit to the City evidence of renewal prior to the expiration of each term of insurance.

9. **TERMINATION.** Either party may cancel this Agreement at any time for any reason upon providing thirty (30) days written notice to the other party.

10. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.

11. **NOTICES.** All notices and communications provided for hereunder shall be in writing, sent by registered mail, postage prepaid, and addressed as follows:

(1) **TO THE CITY:**

To the City Council: Mayor, City of Sugar Hill
5039 West Broad Street
Sugar Hill, Georgia 30518

With copies to: Jane Whittington, City Clerk
5039 West Broad Street
Sugar Hill, Georgia 30518

Sugar Hill City Attorney
Thompson, Sweeny, Kinsinger & Pereira, P.C.
P.O. Drawer 1250
Lawrenceville, Georgia 30046

(2) **TO THE PLAYERS GUILD:**

To the Players Guild: Ane Mulligan, CEO
Players Guild@Sugar Hill, Inc.
484 Running Doe Ct.
Suwanee, Georgia 30024
anemulligan@gmail.com

12. **MODIFICATION.** No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto.

13. **FURTHER ASSURANCES.** Upon the request of the City, the Players Guild shall duly sign and deliver, at the cost and expense of the Players Guild such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this Agreement.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their hands and seals, the day and year first above written.

CITY OF SUGAR HILL, GEORGIA

BY: _____
Steve Edwards, Mayor

ATTEST: _____
Jane Whittington, City Clerk

(Seal)

PLAYERS GUILD @ SUGAR HILL, INC.

BY: _____
Ane Mulligan
CEO

ATTEST:

BY: _____
Joyce Cutchins
Secretary

(Seal)