

LICENSE AGREEMENT

This License Agreement (this "Agreement") entered into as of the ____ day of August, 2016, by and between AVONDALE ESTATES ARTS ALLIANCE, INC. ("Arts Alliance") and DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES ("DDA").

1. RIGHT OF ACCESS: DDA hereby grants to Arts Alliance a non-exclusive license (the "License") to exercise such rights as DDA possesses under the Intergovernmental Agreement for the Provision of Services and Use of Facilities, dated July 28, 2016 (the "IGA"), between the City of Avondale Estates (the "City") and DDA, to the use of the City's real property known as 70 N. Avondale Road ("Property") in connection with the conduct of the Art Lot hereinafter described ("Art Lot"). Arts Alliance shall have the right to bring such personnel and equipment and erect temporary improvements as Arts Alliance deems reasonably necessary on the Property, and shall remove same after completion of its use of the Property hereunder. In connection with its activities hereunder, Arts Alliance agrees to comply, and cause all Art Lot workers and attendees to comply, with DDA's Rules and Regulations attached hereto and made a part hereof as Exhibit "B" with respect to the Art Lot and the Property. Arts Alliance shall keep the Property used by it hereunder and the areas immediately surrounding same continuously in a safe, clean and orderly condition. Arts Alliance shall conduct its operations and control its agents, employees, invitees and visitors in such manner as not to create any unreasonable nuisance or hazard.

2. TIME OF ACCESS: The License granted hereunder shall be for a term ("Term") commencing on Arts Alliance's delivery to DDA of the insurance certificates referred to in Section 8 below and continuing until October 26, 2016.

3. LIMITATIONS: Arts Alliance shall be responsible for obtaining any utilities, security, safety equipment, or cleaning, trash removal or other services it requires for the Art Lot, and for all costs of the same. The right of use of the Property is provided "as is," at the risk of Arts Alliance and without any representation or warranty as to condition, FITNESS FOR PURPOSE or any other matters.

4. ARTS ALLIANCE UNDERTAKINGS: Arts Alliance agrees that it will cause to be planned, developed, installed and maintained the Art Lot interactive public art display and recreational facility in substantial conformance with the description and plans contained in Exhibit "A" attached hereto and made a part hereof. Arts Alliance shall be solely responsible for the means and method of performing such work. The City, in the IGA, has agreed to reasonably cooperate with DDA with such approvals, permits or services as may be required to effect the purposes of the IGA, and DDA will cooperate with Arts Alliance in seeking the same. Arts Alliance shall assure that the Art Lot shall be ADA compliant. Arts Alliance shall own and control the improvements erected in connection with the Art Lot during the term of this Agreement and shall cause to be removed said improvements upon the expiration of this Agreement or when the parties mutually agree, whichever shall occur first. Arts Alliance agrees to indemnify and hold harmless DDA and the City from and against any and all losses, liabilities, damages and claims of any nature (including attorneys' fees actually incurred by such parties, but excluding such losses, liabilities, damages and claims resulting from the gross negligence or willful misconduct of DDA, the City or their respective employees or agents) arising from Arts

Alliance's construction, maintenance, conduct or use of the Property or the Art Lot including, without limitation, (i) any physical damage to the Property or any tangible personal property located thereat caused by Arts Alliance's construction, maintenance, conduct or use of the Property, and (ii) wrongful death, personal injury or premises liability originating from the real property known as 70 N. Avondale Road during the Term of this Agreement. Arts Alliance agrees that it will not charge any person or persons to enter or go upon such property for recreational use and enjoyment of the "Art Lot." Instead, the Art Lot will be free and open to all persons during operating hours to be established by Arts Alliance.

5. REIMBURSEMENTS FOR COSTS OF THE ART LOT: DDA has approved the use of a maximum of \$18,500 (the "Maximum Reimbursement Amount") of DDA funds for the planning, development, installation, maintenance and operation of the Art Lot. Arts Alliance is authorized to plan, develop, install, maintain and operate the Art Lot during the Term of this Agreement as set forth in this Agreement. Upon the incurrence of costs in connection with the planning, development, installation, maintenance or operation of the Art Lot, Arts Alliance shall pay such costs and submit a request to DDA to reimburse the amounts indicated to Arts Alliance, together with paid invoices, proofs of payments made or other proofs of amounts then owing for such costs. Such costs to be reimbursed by DDA shall not exceed the Maximum Reimbursement Amount specified above.

6. DDA LIAISON: DDA shall designate a person or persons (the "DDA Liaison") to act on its behalf in connection with the transactions contemplated by this Agreement by written certificate furnished to Arts Alliance containing the name(s) of such person or persons and signed on behalf of DDA by an authorized officer. Arts Alliance shall be required to provide the DDA Liaison with advance written notice as set forth in Section 12 below of any scheduled or upcoming events, performances or other activities taking place at the Art Lot.

7. RESTORATION AND REPAIR: Arts Alliance shall leave the Property in as good condition as when received, including, without limitation, restoration and repair needed to restore the wear and tear resulting from Arts Alliance's use of the Property.

8. INSURANCE: Prior to entering upon the Property, Arts Alliance shall provide DDA evidence of commercial general liability insurance (on a per-occurrence basis) for claims for bodily injury or death and property damage with minimum combined single limits of not less than \$2,000,000 per occurrence and an aggregate limit of not less than \$4,000,000, listing DDA as an additional insured. Arts Alliance shall maintain such insurance throughout the Term of this Agreement.

9. APPROVALS: Changes in the Art Lot or additional decisions concerning programming of the Art Lot are subject to prior written notice to and approval by DDA. If DDA fails to respond with approval or disapproval within seven (7) days, Arts Alliance may proceed with the changes or decisions described in the notice.

10. LIMITATION OF LIABILITY: DDA shall not have any obligations regarding the installation, maintenance or operation of Arts Alliance's facilities at the Property, nor shall DDA be liable or responsible for: (i) compliance with any applicable laws; or (ii) any damage to Arts Alliance's facilities caused by any cause whatsoever; or (iii) the failure of any services or

utilities which are to be obtained by Arts Alliance. DDA shall have no obligation to license, maintain, repair or safeguard Arts Alliance's facilities or activities at the Property. Notwithstanding anything to the contrary contained in this Agreement, the liability of DDA shall be limited to the interest of DDA in the Property. Arts Alliance shall look solely to DDA's interest in the Property for the recovery of any judgment or award against DDA. DDA shall not be personally liable for any judgment or deficiency, and in no event shall DDA be liable to Arts Alliance for any special, indirect or consequential damages.

11. COUNTERPARTS: To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

12. NOTICES: Any notice, demand, or communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (a) personally to the person to whom directed, (b) by registered or certified mail, postage and charges prepaid, or (c) by nationally-recognized overnight courier, next day delivery addressed as follows:

DDA: Downtown Development Authority of Avondale Estates
21 North Avondale Plaza
Avondale Estates, Georgia 30002

ARTS ALLIANCE: Avondale Estates Arts Alliance, Inc.
108 Clarendon Avenue
Avondale Estates, Georgia 30002

Except as otherwise provided herein, any such notice shall be deemed to be given (a) when personally delivered, (b) if mailed, three (3) business days after the date of mailing, or (c) if sent by overnight courier, the next delivery date. Any party may change its address for purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section.

13. WAIVER OF CLAIMS: Except to the extent caused by the gross negligence or willful conduct of DDA, Arts Alliance, for itself and on behalf of all persons and entities claiming by, through or under Arts Alliance, hereby waives all claims against and releases DDA and its members, officers, directors, employees and agents from all claims for any injury to or death of persons, damage to property or loss in any manner related to (a) force majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) latent defects in the Property, (e) the theft, mysterious disappearance, or loss of any property of Arts Alliance, (f) any matter not within the reasonable control of DDA, or (g) any matter or thing arising out of Arts Alliance's use of the Property or the Property (unless caused by the gross negligence or willful misconduct of DDA).

14. MISCELLANEOUS:

- 14.1 Arts Alliance's use of the Property shall at all times be in strict compliance with the all applicable federal, state and local laws, ordinances and regulations, and Arts Alliance, at Arts Alliance's sole cost and expense, shall secure all permits and licenses required for such use. The interest herein created is a license, and no leasehold or tenancy is intended to be or shall be created hereby.
- 14.2 Time is of the essence with respect to all dates set forth in this Agreement. The time limits set forth in this Agreement shall be complied with strictly, unless they have been changed in accordance with this Agreement.
- 14.3 This Agreement and any exhibits or attachments attached hereto, which are hereby incorporated herein by reference, shall constitute the entire agreement of the parties, and shall supersede any other agreements that may exist between the parties as of the date hereof related to the subject matter hereof. This Agreement may not be amended or modified except by writing duly executed by the parties hereto. Any past, present or future promises or representations not contained in this Agreement or in a duly executed written amendment thereto are and will be null and void and may not now or in the future be relied upon by any party.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures:

ARTS ALLIANCE:

**AVONDALE ESTATES ARTS
ALLIANCE, INC.**

By: _____

Name: _____

Its: _____

Date: _____

Jen Singh David Newbern
Jen Singh David Newbern
08/09/2016

DDA:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF AVONDALE
ESTATES**

By: _____

Name: _____

Its: _____

[Signature]
DNA DOTY

EXHIBIT "A"

Pavement to Park Concept, a project presented by the Avondale Arts Alliance

Project Title: The Art Lot

Location: E. College/N. Avondale Rd, City owned property (formerly Avondale Pizza Café)

The Avondale Arts Alliance in collaboration with the City of Avondale Estates, artists, local citizens and businesses, is planning to create a temporary city park in an underutilized space fronting N. Avondale near the Tudor Village.

The concept is taking currently unused—and ugly—land and turning it into a pop-up art park. The vision is to create a temporary public space where locals and visitors alike can explore a creative experience that would involve sculptures and visual art installations, green walls and a performance space. It could also be used for many other daily uses from families picnicking to office workers using it for a coffee break.

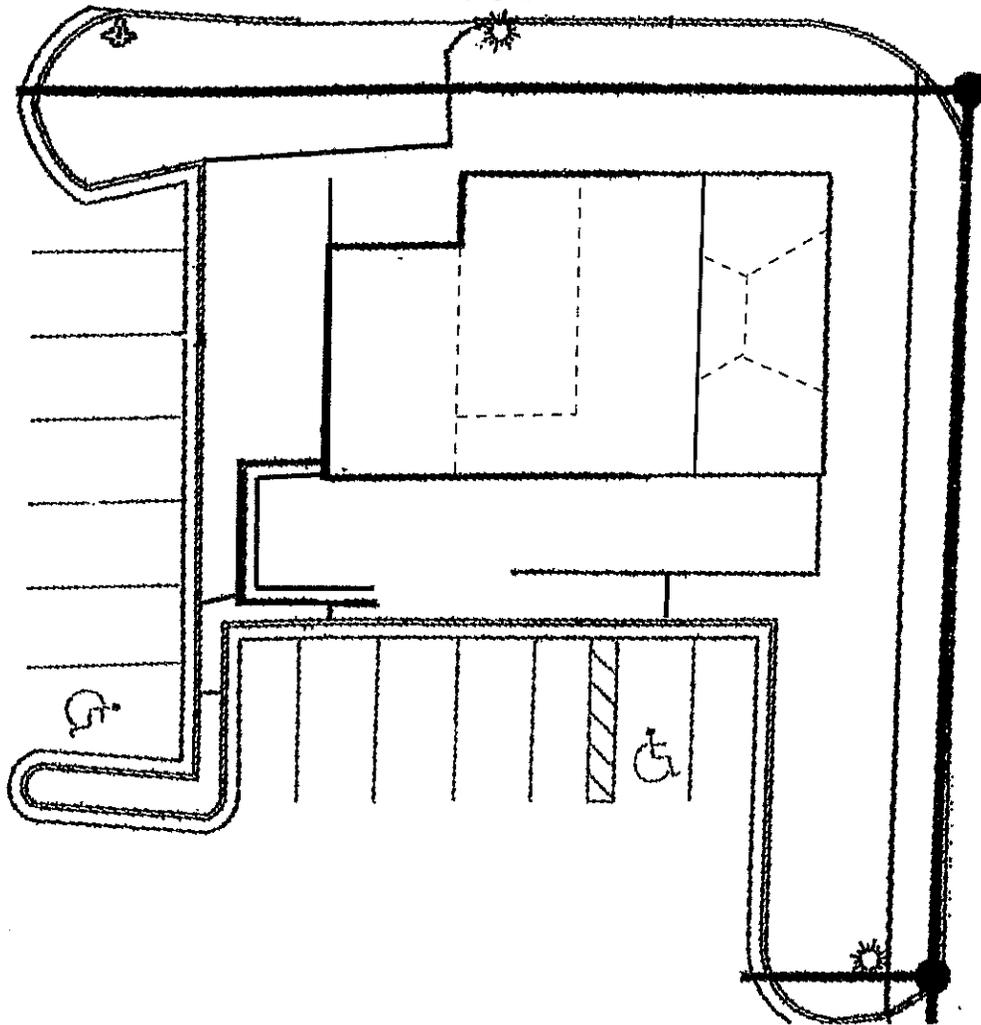
The project aims to support and increase pedestrian safety, neighborhood identity, and beautification along the busy 4-lane corridor. Activating this area of the downtown will help shape and define plans for a more permanent future development investment by the City. The project is intended to be a public experiment for the City, supported by City funding, to work with local communities and organizations to temporarily test new ideas in the public realm.

Goals

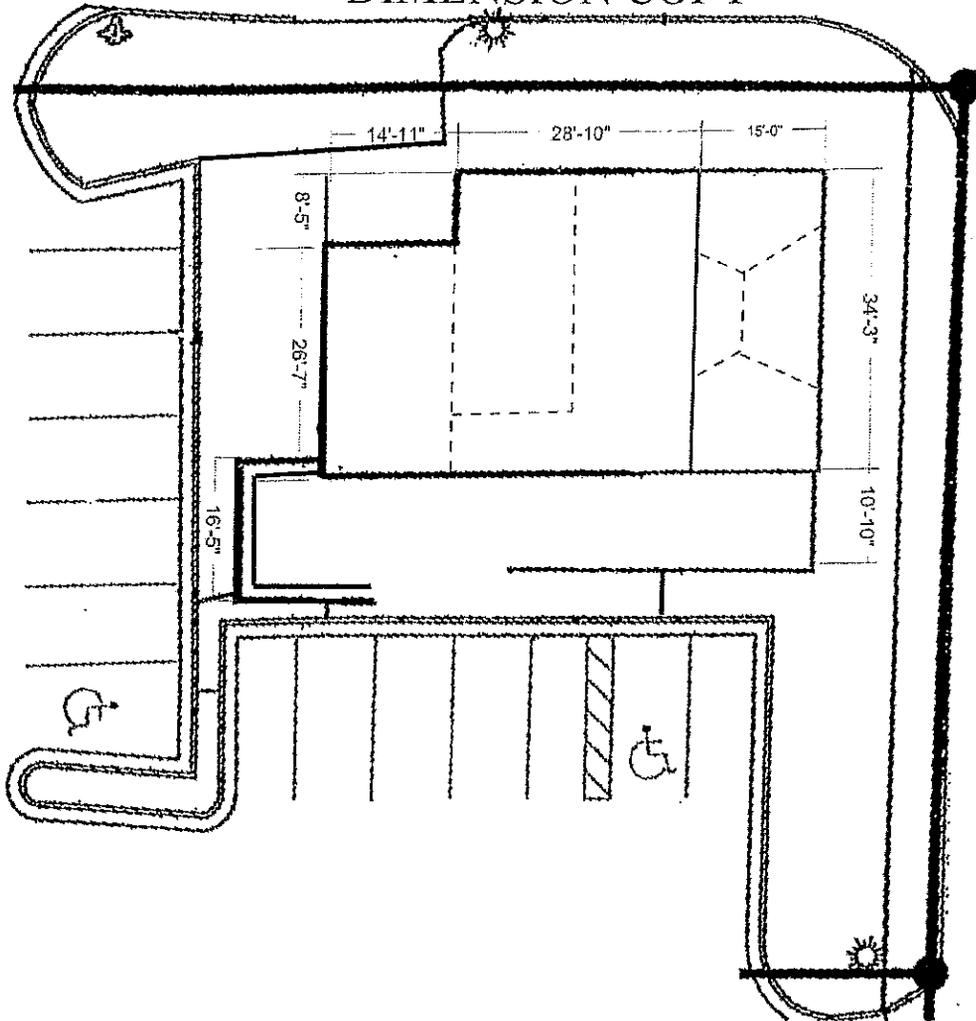
- Attract new visitors to the Central Business District to support businesses
- Develop and test arts-related programming on a consistent basis to build a catalog of successful events for the downtown area
- Reimagine the potential of downtown city streets and park spaces
- Highlight and grow the awareness of the unique artistic character of Avondale Estates
- Encourage non-motor transportation
- Enhance pedestrian safety & activities
- Engage neighbors, schools and community to contribute and participate

Materials and design installations are meant to be curated, attractive, temporary, easily moveable, be open to the need for design changes and offer a unique artist-driven design aesthetic. The Art Lot would remain in place on a trial basis as an "ongoing festival" where a variety of arts programming would occur on a weekly or monthly basis. Over time, the space could be reclaimed permanently as public open spaces or be developed into other projects.

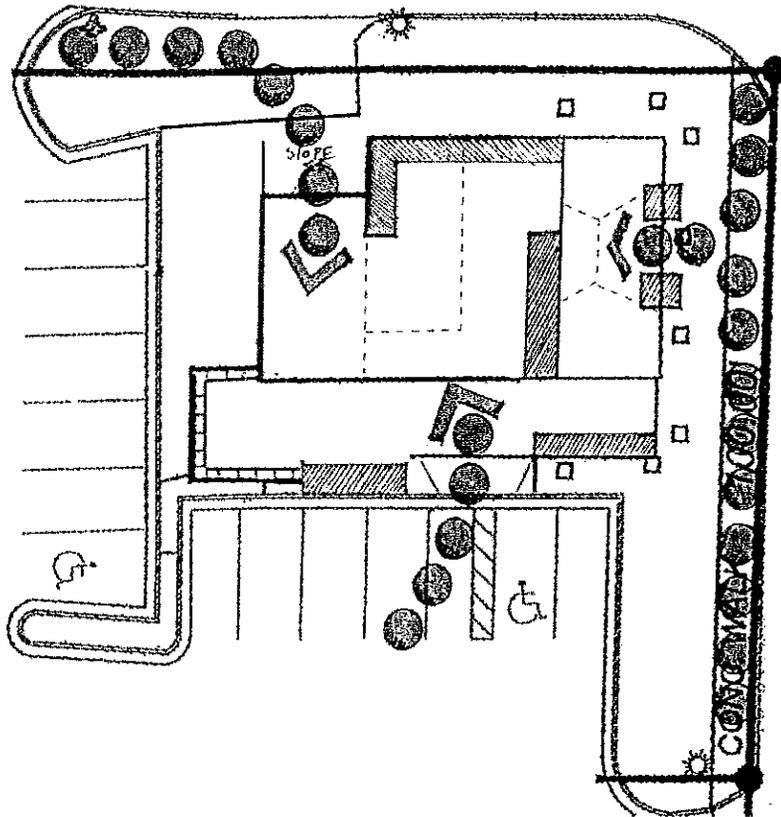
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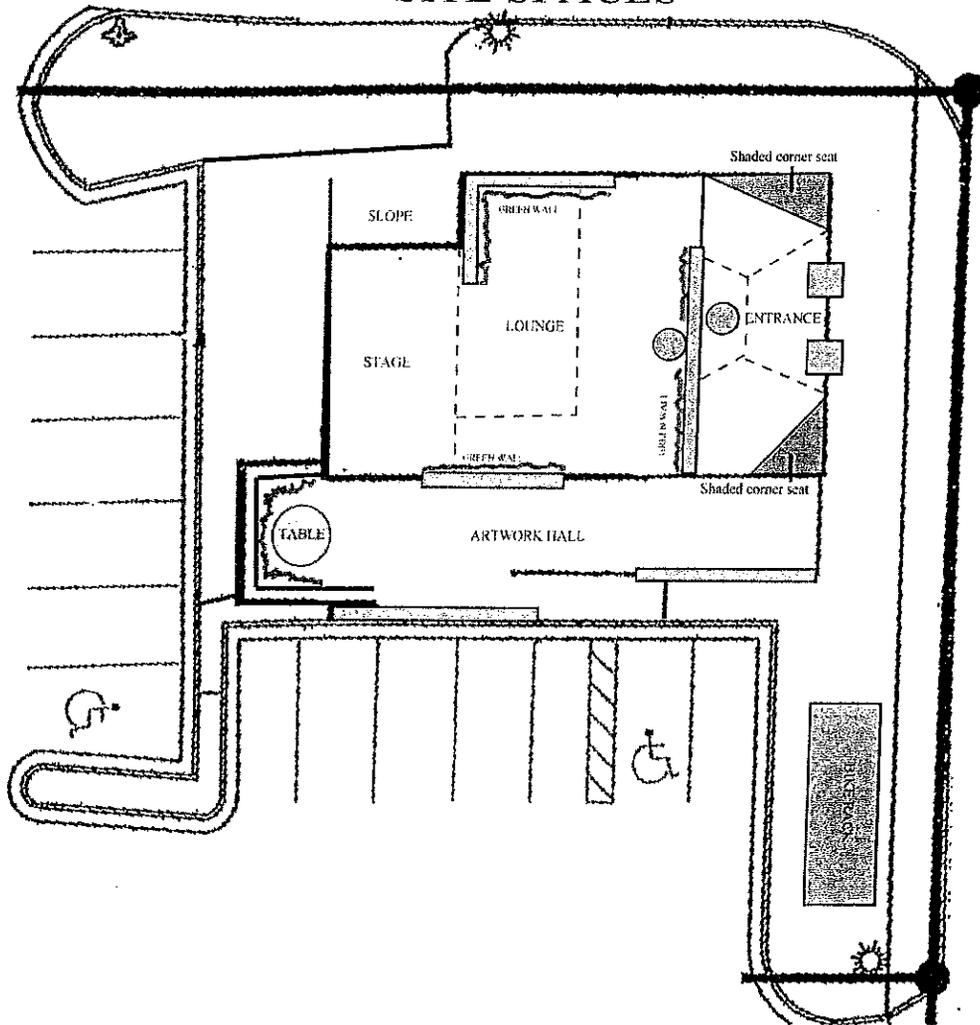
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TRAFFIC FLOW



SITE SPACES



ARTWORK POTENTIAL

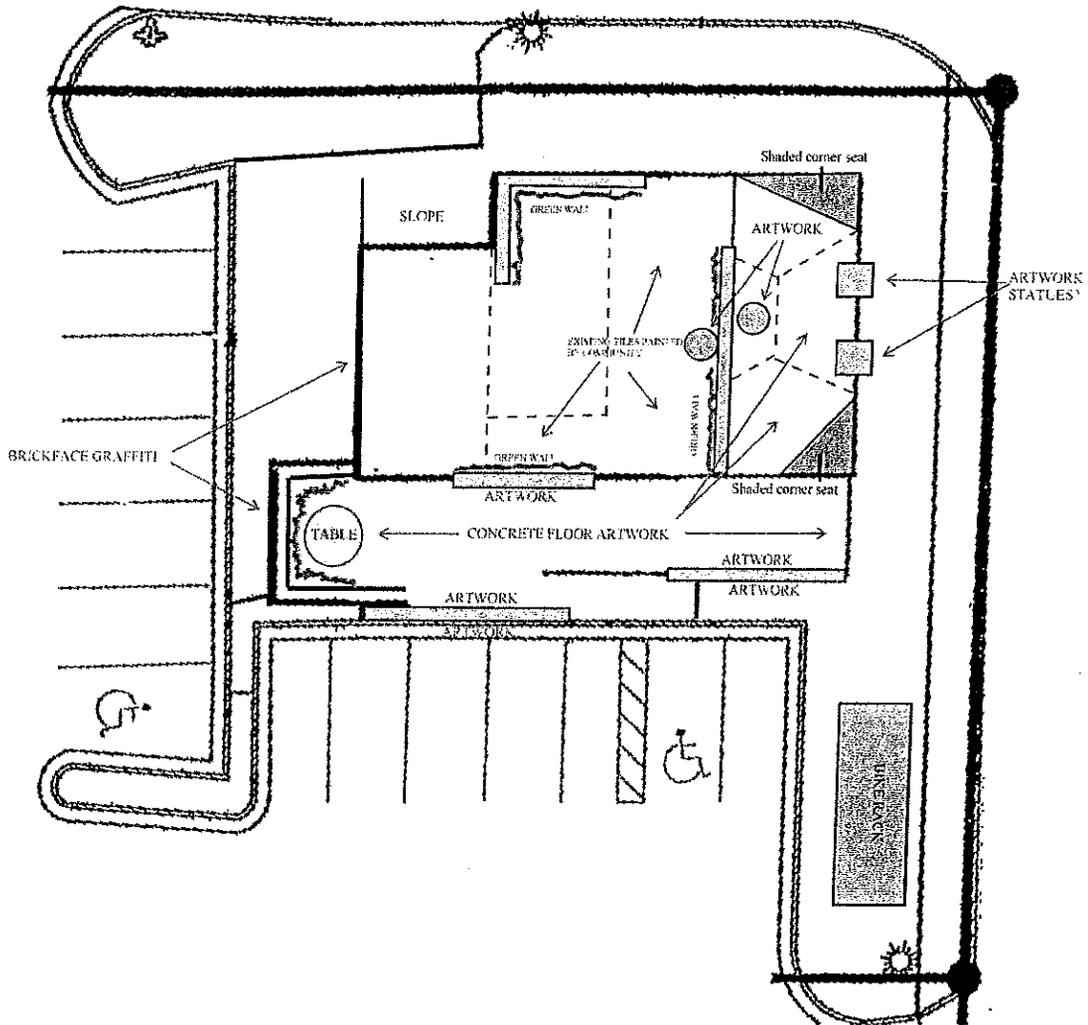


EXHIBIT "B"

RULES AND REGULATIONS

The following rules and regulations shall apply to the Property. In the event of a conflict between the following rules and regulations and the remainder of the terms of this Agreement, the remainder of the terms of this Agreement shall control.

1. NUISANCE. Arts Alliance shall not: (a) make or permit any improper, objectionable or unpleasant noises, odors or vibrations at the Property, or otherwise interfere in any way with other tenants or persons having business with them; or (b) conduct or permit other activities at the Property that might, in DDA's sole opinion, constitute a nuisance.
2. HAZARDOUS MATERIALS. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Arts Alliance at the Property, except for those substances as are typically found at similar property and are being used by Arts Alliance in a safe manner and in accordance with all applicable laws. Arts Alliance shall not, without DDA's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Property or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 *et seq.* or any other applicable environmental law which may now or later be in effect. Arts Alliance shall comply with all laws pertaining to and governing the use of these materials by Arts Alliance and shall remain solely liable for the costs of abatement and removal.
3. CONDITION OF PROPERTY.
 - 3.1 Arts Alliance may not sublicense the Property or assign the License to any other person or entity, and any attempt to do so shall render the License immediately null and void.
 - 3.2 Arts Alliance acknowledges and agrees that: (a) it is using the Property at its sole risk, (b) it has inspected the Property and has accepted the same "as is" with all faults and flaws, and (c) it will inspect the Property for hazardous or dangerous conditions prior to the Art Lot and will immediately notify DDA of any hazardous or dangerous conditions that are discovered. DDA makes no representations or warranties with respect to the condition of the Property, or the fitness or suitability of the Property for the Art Lot.
4. RULES GOVERNING THE PROPERTY.
 - 4.1 Arts Alliance shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be transported through, or used, located or stored within, the Property except for ordinary and customary cleaning materials and painting materials provided that usage of same is in compliance with all applicable laws.

- 4.2 Arts Alliance shall comply with all governmental rules, regulations, ordinances and laws applicable to the Art Lot and its use of the Property.
- 4.3 DDA shall not be required to supply or provide any materials, supplies, equipment or personnel in connection with the Art Lot, all of which shall be supplied by Arts Alliance at its sole cost and expense.

CERTIFICATE DESIGNATING DDA LIAISON

The undersigned on behalf of the Downtown Development Authority of Avondale Estates ("DDA"), pursuant to that certain License Agreement, dated as of August 1, 2016 (the "License Agreement"), by and between DDA and Avondale Estates Arts Alliance, Inc., HEREBY CERTIFIES, that _____ has been designated as DDA Liaison, as defined in Section 6 of the License Agreement, and is authorized to take all actions and to do all things as a DDA Liaison required or permitted under the terms of the License Agreement.

Any notice, demand or communication required or permitted to be given to the DDA Liaison under the License Agreement shall be given as set forth in Section 12 and addressed as follows:

Downtown Development Authority of Avondale Estates
21 North Avondale Plaza
Avondale Estates, Georgia 30002
Attention: _____
Phone: _____
Email: _____

DATED: _____, 2016

**DOWNTOWN DEVELOPMENT
AUTHORITY OF AVONDALE
ESTATES**

By: _____
Name: _____
Its: _____

TBD → PARKER KLEUBERG
Subject to His
Approval