

CITY OF SOUTH FULTON DEPARTMENT PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement made and entered into this 11th day of June, 2019, by and between City of South Fulton, Georgia ("City") and **Future Seekers, Inc.**, a non-profit organization ("Future Seekers"). The term of this Agreement is for the period of June, 2019 through June, 2020 with the option to renew for three (3) successive one-year terms.

WITNESSETH:

Whereas, Future Seekers and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **5320 Campellton Road, S.W., South Fulton, Georgia 30349** and

Whereas, Future Seekers desires to conduct **teen related Summer camp and after school activities** at the facility.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. **The City agrees to:**

- (a) Allow the use of the existing facility to Future Seekers under express terms and conditions set forth by City of South Fulton.
- (b) Provide a clean facility for the start of the program.
- (c) Clean rest rooms on a regular basis each week.
- (d) Empty all trash cans on a regular basis each week.
- (e) Pay all utility bills for the facility.

2. Future Seekers, Inc. agrees to:

- (a) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, City and city governments where applicable, including but not limited to City of South Fulton Parks and Recreation Ordinance.
- (b) Future Seekers shall obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to the facility, and all improvements, additions, or alterations which may be approved shall become the property of the City and remain upon the premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City may constitute cause for immediate termination of this Agreement.
- (c) Future Seekers will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.
- (d) Future Seekers is responsible for reporting all acts of vandalism to the facility or Future Seekers, Inc.'s property to the City and the City of South Fulton Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.
- (e) Future Seekers shall not use the said premises for any purpose other than that of teen after school activities & summer programs or the promotion of the program, community interest and welfare.
- (f) Future Seekers agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- (g) The City or any of its agents or employees shall have the right to enter on the premises at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.
- (h) Future Seekers does hereby agree to indemnify and hold harmless the City, the Mayor and City Council, the City 's officers, employees, successors, assigns and agents against any and all claims or liability which results from Future Seekers use of the facility.

FUTURE SEEKERS MAINTENANCE RESPONSIBILITIES

- (a) Future Seekers is responsible for clean-up and placing litter in the proper containers.
- (b) Future Seekers shall keep pick up all litter in and around the facility and place all litter in the proper trash receptacles at the conclusion of each activity.
- (c) Future Seekers shall cooperate with City of South Fulton staff regarding maintenance and proper upkeep of the facility.
- (d) Any plan for facility improvements must be approved in advance by the Fulton City Department of Parks & Recreation.
- (e) Future Seekers shall report any dangerous or faulty equipment to the City of South Fulton Department of Parks & Recreation. Work requests for general maintenance or special needs on existing facilities should be made in writing to the City of South Fulton Department of Parks & Recreation.

You may also call the central office for Park Maintenance:

City of South Fulton Department of Parks & Recreation
5565 Stonewall Tell Road
South Fulton, Ga 30349
404-809-PARK (7275)

- (f) Future Seekers agrees to administer activities at said facility in a safe and professional manner, have a sufficient number of adults present to supervise all scheduled activities, from the time the first participant arrives until the last one departs.

FUTURE SEEKERS SAFETY PRECAUTIONS

- (a) Future Seekers agrees to administer activities at the facility in a safe and professional manner.
- (b) The City has the right to cancel any scheduled activity in the facility when it is determined that such activity would severely damage the facility and/or its furniture. Persistent damage to City facilities by Future Seekers will result in Future Seekers being prohibited from using City facilities.

CONDITIONS FOR RESOLUTION

- (a) The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- (b) If Future Seekers defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.
- (c) Each party may terminate this Agreement without further obligation by giving the other thirty (30) days' notice in writing.
- (d) This Agreement may be modified only by a written Agreement, approved by the City of South Fulton City Council, signed by both the Director of the Department of Parks and Recreation, the Director of Future Seekers, the Clerk to the Council and the Mayor of the City of South Fulton.
- (e) Future Seekers agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Agreement.
- (f) Future seekers may not allow a third-party organization to conduct related activities. City of South Fulton Department of Parks and Recreation must approve any third-party agreements.
- (g) For purposes of this Agreement, any notices required to be sent to Future Seekers shall be hand delivered or mailed to the Director of Future Seekers at [fill in blank]. Any notices required to be sent to the City shall be hand delivered or mailed to the City of South Fulton Department of Parks & Recreation, at 5565 Stonewall Tell Road, South Fulton, GA 30349 Attn: Director

INSURANCE REQUIREMENTS

Prior to commencing any activities in conjunction with this Agreement, Future Seekers shall, at their sole expense, procure and maintain insurance coverage of the types and in the amounts described below. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- VIII with coverage forms acceptable to City of South Fulton. The insurance described below shall be maintained uninterrupted for the duration of the Agreement. Future Seekers shall furnish a Certificate of Insurance executed by a duly authorized representative of each carrier, as evidence of compliance with the insurance requirements as specified herein.


- (i) Commercial General Liability with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability
- (ii) Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

City of South Fulton Government shall be included as an "Additional Insured" under the CGL via endorsement to the Future Seekers policy by attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its equivalent or on a blanket basis. Additional Insured coverage afforded by Future Seekers CGL insurance shall be primary and non-contributory with a waiver of subrogation provided in favor of City of South Fulton Government.

I, Sandra Hall-Lay, Director of **Future Seekers, Inc.**, have read and hereby agree that Future Seekers, Inc. will abide by the terms and conditions of this Facility Use Agreement. I also understand that failure to abide by these policies could result in loss of the facility permit(s) and that I may be held personally liable as Director of Future Seekers, Inc.

In Witness Whereof, the parties hereto have set their hands and seals.

Approved:

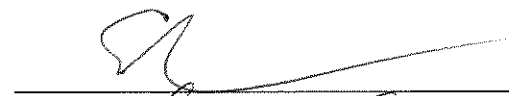


Odie Donald, City Manager
City of South Fulton



Tony Phillips, Director
Department of Parks and Recreation

Approved as to form:

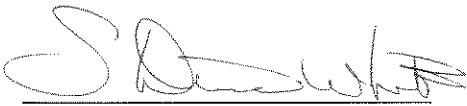


City Attorney



Sandra Hall-Lay, Director
Future Seekers, Inc.

Attest:



S. Diane White
Clerk of the City Council

