

AGREEMENT

This Agreement (“Agreement”), made by and among the Columbus Regional Tennis Association Inc. (“CORTA”) and Columbus, Georgia (“City”).

WITNESSETH THAT:

WHEREAS, the City owns Cooper Creek Park and Tennis Center located on Cooper Creek Parkway; and,

WHEREAS, CORTA and the City have an interest in collaborating to jointly make improvements to the Cooper Creek Tennis Center.

WHEREAS, the City has allocated approximately \$5 million from the Special Purpose Local Option Sales Tax (SPLOST) for improvements at Cooper Creek Park during the next 10 years.

NOW, THEREFORE, FOR AND IN CONSIDERATION of One and 00/100 Dollars (\$1.00), the mutual terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, CORTA and the City agree as follows:

1. CORTA will make the following improvements estimated at \$2,000,000, provided that sufficient funds are raised in accordance with Section 2 below, (collectively the “Cooper Creek Improvements”):
 - a. Improve the gateway to Cooper Creek Park with a professionally designed entrance and signs
 - b. Upgrade the experience for players and spectators by outfitting the courts, including the junior courts, with an LED lighting system
 - c. Provide a better sense of security with additional pedestrian lighting throughout the facility
 - d. Enhance the spectator experience by creating a terrace viewing stadium on a raised walkway overlooking courts 5-16 and adding five (5) shade structures in the hard-court area
 - e. Provide a digital scoreboard to connect players and spectators to live scoring at CSU matches
 - f. Add landscape beautification and hardscape feature for the facility and park area
 - g. Increase the parking capacity
 - h. Reduce the cost of facility operations through updated and more efficient technology

2. **Source of Funds for Construction:** The funds to construct the Cooper Creek Improvements will be raised by CORTA. CORTA has the right to create naming rights for the purpose of raising necessary funds for all the costs attributed toward this project. This can include but is not limited to: court naming rights, scoreboard

naming rights, and others to be determined. CORTA shall not be required or obligated to make the Cooper Creek Improvements unless and until sufficient funds are raised.

3. **Plan Approval:** The City will review and approve all plans prior to construction of the improvements.
4. **Project Oversight and Insurance:** CORTA will oversee and direct the Cooper Creek Improvements in coordination with the City. CORTA will require that all of its contractors and sub-contractors participating in the design and construction of the Improvements will be properly bonded and will meet the insurance requirements as required by the City with the City named as an additional insured on such policies.
5. **Ownership/Maintenance of Cooper Creek Improvements:** All improvements made on City properties will be owned and maintained by the City. Any improvements made on the CORTA property will be owned and maintained by CORTA.
6. **Entire Agreement:** This Agreement, including the attached Exhibit(s), represents the entire agreement and understanding between the parties hereto regarding the subject matter hereof. Any prior or contemporaneous written or oral communications between or among the parties hereto are superseded hereby, and no amendment, modification or waiver of this Agreement shall be valid unless in writing and signed by all parties hereto. Each party specifically represents and warrants that this Agreement is executed without reliance on any statement or representation of fact or opinion by any party hereto, except as otherwise expressly set forth herein.
7. **Notices:** All notices required or permitted to be given pursuant to this Agreement shall be in writing, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon receipt when sent by facsimile or e-mail to the number and/or e-mail address set forth below (provided that the sender of notices given by facsimile or e-mail shall receive a written confirmation of a successful facsimile transmission or a written receipt that the e-mail has been opened); (c) three (3) business days after the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested; or (d) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or similar overnight carrier to be delivered by overnight delivery. The addresses of the parties to receive notices are as follows:

TO CORTA:

Telephone: _____

Facsimile: _____

E-mail: _____

WITH A COPY TO:

TO THE CITY:

Telephone: _____

Facsimile: _____

E-mail: _____

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day.

8. Additional Provisions:

a. Assignment. This Agreement and any rights and obligations hereunder may not be assigned or transferred by any party hereto without the prior written consent of the other parties. Any purported assignment or transfer in contravention of this section shall be null and void.

b. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Georgia.

c. Headings. The titles or headings of the sections or paragraphs of this Agreement are for reference only and shall not be considered to be part of this Agreement for the purpose of its construction or interpretation.

d. Full Knowledge. The parties hereby acknowledge and agree that this Agreement is the product of arms-length negotiations between the parties hereto, that they have read the terms of this Agreement, that they have been assisted by counsel of their choosing with respect to this Agreement, that they fully understand the terms of this Agreement and that they have entered into this Agreement voluntarily and with full knowledge of the effects hereof.

e. Mutual Drafting. In the interpretation and construction of this Agreement, no account shall be taken of which, among the parties, is the originator or drafter of this Agreement or any of its specific provisions.

WHEREFORE, the parties have caused this Agreement to be executed under seal and delivered as of the date indicated above.

By: _____
President CORTA

By: _____
City Manager – Columbus, GA