

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **The North Georgia Fair Association, Inc.**, a Georgia non-profit corporation, (the “NGFA”) and the **City of Dalton, Georgia** (the “City”) (the City and NGFA may be hereinafter each referenced as “Party” or collectively as the “Parties”);

**WHEREAS**, NGFA is the owner of certain real property located at 500 Legion Drive, Dalton, Georgia, which consists of approximately 32.14 Acres and is also referenced as Tax Parcel 12-180-02-000 (the “Premises”);

**WHEREAS**, NGFA and the City desire that the City hold its annual 4<sup>th</sup> of July celebration and fireworks display on the Premises;

**WHEREAS**, NGFA is willing to grant the City a license to use the Premises pursuant to the terms of this Agreement;

**NOW THEREFORE**, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals above are hereby incorporated herein by reference and made a part of this Agreement.
2. License Grant. Subject to the terms and conditions of this Agreement, NGFA hereby grants the City an irrevocable, exclusive, and transferable license to use the Premises from 12:00a.m. on July 3, 2025 to 11:59pm. on July 5, 2025 (“Term”), and a nonexclusive license for seven business days following the Term in order to complete any cleaning or debris removal.
3. Use. NGFA acknowledges that the City will use the Premises for its Independence Day Celebration and uses incidental thereto, including but not limited to access to and use by members of the public and a fireworks display.
4. Parking. The City shall prohibit public parking on the Premises during the Term.
5. Obligations of the City. The City shall remove all trash and debris from the Premises within seven (7) business days following expiration of the Term.
6. Representations and Covenants of NGFA. In addition to the other covenants and obligations set forth herein, NGFA shall: grant peaceable possession of the Premises to the City during the Term and indemnify and hold harmless the City from and against all costs, losses, expenses, liabilities and claims of any kind, including reasonable attorney's fees, arising out of failure of NGFA to perform any term or condition of this Agreement; failure to make the Premises safe; failure to warn of any dangerous or defective condition on the Premises; and any other claim of whatsoever kind or nature which arises or accrues

during the Term.

7. No Other Agreements. It is expressly understood and agreed by the Parties hereto that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties with respect to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that no amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all Parties.
8. Severability. If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement shall not be affected thereby.
9. Captions. The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
10. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents the day and year first above written.

**City of Dalton, Georgia**

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**North Georgia Fair Association, Inc.**

By: Rick P. Pippin

Print Name: Rick P. Pippin

Title: Manager