

LOCATION AGREEMENT

This Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Historic Effingham Society and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, County owns the building located at 204 Early Street, (hereinafter referred to as the "Site"); and

WHEREAS, Historic Effingham Society wishes to utilize the Site for the purpose of a Community festival and

WHEREAS, the Parties wish to set forth the terms and conditions upon which HES shall be permitted to utilize the Site for its Show; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

- 1. Grant and Release.** The County owns the Site and hereby grants Historic Effingham Society permission to use the Site in the manner and during the term hereinafter specified. Historic Effingham Society accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Historic Effingham Society releases County from any and all claims, demands, or causes of action which Historic Effingham Society, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in the Site. HES further agree to indemnify and hold County harmless for any injury to Historic Effingham Society's employees and agents while on the Site.
- 2. Term.** HES shall have use of the Site on April 20, 2024 from the hours of 8:00 a.m. to 6:00 p.m. (hereinafter called the term of this agreement). The use of the Site shall not be longer than 12 hours. Historic Effingham Society shall have no right at any other time to use the Site for its Show or any other purpose. However, the parties may alter the date and/or time by agreement in writing.
- 3. Payment.** Historic Effingham Society shall pay \$ 25 for the use of the Site. This fee shall only provide for the use of the Site and for no other purposes, acts, or duties.
- 4. Restrictions on Use.** Historic Effingham Society's permission to conduct its Show at the Site shall extend only to those activities described herein and Historic Effingham Society agrees to the following conditions and limitations:
 - (a) Preparation for its Show and cleanup of the Site following its Show shall be the sole responsibility of Historic Effingham Society. Historic Effingham Society agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by HES.
 - (b) Historic Effingham Society shall not cause or permit any illegal activity to be conducted upon the Site.

- (c) Historic Effingham Society shall make no changes or alterations to the Site without prior written consent of the County. Historic Effingham Society shall be responsible for any damages to the Site resulting from use or occupancy thereof by itself, its agents, servants, or invitees and shall repair any damage to the Site prior to vacating the Site.
- (d) Historic Effingham Society may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.
5. **Protection Against Accident to Employees and the Public.** Historic Effingham Society shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, County, and Municipal safety laws.
6. **Laws and Ordinances.** Historic Effingham Society shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect Historic Effingham Society or the work, and shall indemnify and hold harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by Historic Effingham Society or its employees or agents.
7. **Indemnification.** Historic Effingham Society shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by Historic Effingham Society arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of the Party, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of the Society on the Site.
8. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Historic Effingham Society shall be responsible for any and all damage related in any manner to its use of the Site.
9. **Assignment and Subletting.** Historic Effingham Society shall not assign or sublet this Agreement.
10. **Termination.** After notification by County to the Society of violations of any the provisions set forth in this Agreement, Historic Effingham Society shall remedy the violation and/or prevent its reoccurrence. Historic Effingham Society agree that in the event it fails, without delay, to remedy a violation or if they allow a violation to reoccur, the County may immediately terminate this agreement. In the event of such termination, Historic Effingham Society shall immediately proceed to vacate the Site and return it to its condition prior to the Society's use. Historic Effingham Society agree that its failure to do so shall be deemed a criminal trespass.

11. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.
12. **Misc.** In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

Effingham County Board of Commissioners:

Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

Date: _____

Applicant:

By: Beverly Poob
Its: Agent

Date: 3-6-24