



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Tom McKlveen, Parks & Recreation Director  
**DATE:** Submitted on April 17, 2025 for the Monday, April 28, 2025 Regular City Council Meeting

Signed by:  
*Tom McKlveen*  
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**AGENDA ITEM:** Approval of a Recreation Provider Agreement Between the City of Milton and Roman's Kicks and Tricks, LLC to Provide Youth Recreational Martial Arts Programming

### DEPARTMENT RECOMMENDATION

Staff recommends approval.

### BACKGROUND

Roman's Kicks and Tricks LLC, offers martial arts and fitness programs for kids. Their goals for participants include helping them feel capable of helping others and be more of a strong, positive friend to all. They are a no-contact martial arts program. Their main emphasis is building skills that provide not only a great foundation for childhood development, but for life-long character. Roman's Kicks and Tricks will offer recreational classes and camps, expected to utilize the Milton Community Center, the Bethwell Community Center, Community Place, Legacy Park, and Bell Memorial Park for their programs.

This would be a new provider and the Parks and Recreation Advisory Board unanimously recommended approval of the agreement with Roman's Kicks and Tricks LLC, in the February 21, 2025, meeting.

### FUNDING AND FINANCIAL IMPACT

Roman's Kicks and Tricks will operate as a program provider, compensating the City of Milton with a 15% commission on program registration.

### ALTERNATIVES

If this agreement is not approved, staff will continue to seek additional recreational opportunities for our citizens.

### REVIEW & APPROVALS

**Legal Review:** Jennifer McCall, Jarrard & Davis, LLP – March 31, 2025

**Concurrent Review:** Steven Krokoff, City Manager –

DocuSigned by:  
*Steven Krokoff*  
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### ATTACHMENTS

City of Milton Parks & Recreation Department Recreation Provider Agreement

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**CITY OF MILTON**  
Parks and Recreation Department

**Recreation Provider Agreement**

Program Provider:

Roman's Kicks and Trick

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## **DEFINITIONS**

**ASSOCIATION:** A volunteer-run organization permitted by the City of Milton to implement a formal recreation program on City property.

**CITY:** The City of Milton unless otherwise specified.

**DEPARTMENT:** The City of Milton Parks and Recreation Department.

**OCGA:** Official Code of Georgia Annotated.

**PRAB:** Parks and Recreation Advisory Board of the City of Milton.

**PROVIDER:** Any organization, business, or Association that delivers recreational services and programming in the City of Milton.

## **CITY OF MILTON PARKS & RECREATION DEPARTMENT** **MISSION AND VISION**

### **Mission**

The Milton Parks & Recreation Department is unwavering in its dedication to delivering exceptional parks, trails, state-of-the-art facilities, and a diverse array of both traditional and unconventional recreational programs tailored exclusively for the betterment and enjoyment of our valued residents. Our pursuit is to foster and champion healthy lifestyles, contributing to the excellent quality of life within the Milton community.

### **Vision**

The Milton Parks and Recreation Department will develop and maintain premier parks for active, passive, and mixed-use. We will develop trails that will link key locations within the City of Milton and with other cities. We will offer high-quality programs for people of all ages and abilities. The primary focus will be on recreation level activities with limited opportunities for advanced levels of play.

### **Core Values**

Respect, Excellence, Integrity, Responsiveness, Collaboration, Knowledge, Bold Leadership, Recreation, Inclusiveness, and Health.

## **DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

### ***Parks & Recreation Manager***

Tom McKlveen	678-242-2519	<a href="mailto:tom.mcklveen@miltonga.gov">tom.mcklveen@miltonga.gov</a>
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### ***Community Outreach Manager***

Emily Salerno	678-242-2533	<a href="mailto:emily.salerno@miltonga.gov">emily.salerno@miltonga.gov</a>
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### ***Parks & Recreation Program Supervisor***

Thomas Rhodes	678-242-2610	<a href="mailto:thomas.rhodes@miltonga.gov">thomas.rhodes@miltonga.gov</a>
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### ***Outdoor Recreation Supervisor***

Jen Young	678-242-2575	<a href="mailto:jen.young@miltonga.gov">jen.young@miltonga.gov</a>
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### ***Parks & Recreation Coordinator***

Matthew Graney	678-242-2489	<a href="mailto:matthew.graney@miltonga.gov">matthew.graney@miltonga.gov</a>
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### ***Parks & Recreation Specialist***

Micaela Burke	678-242-2544	<a href="mailto:micaela.burke@miltonga.gov">micaela.burke@miltonga.gov</a>
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**THIS IS AN AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between:

**THE CITY OF MILTON**, a municipal corporation organized and operating under the laws of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council, and with a business address of 2006 Heritage Walk, Milton, Georgia 30004, hereinafter referred to as the "CITY."

**Roman's Kicks & Tricks** **and** \_\_\_\_\_ hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

PROVIDER NAME: **Jessi Roman**

ADDRESS: **305 Legacy Drive**

CITY/STATE/ZIP: **Canton, GA 30115**

PHONE: **770-634-0602**

WEBSITE: **romanskicksandtricks.com**

EMAIL: **romanskicksandtricks@gmail.com**

CITY: City of Milton  
Parks and Recreation Department  
Attn: Parks and Recreation Manager  
2006 Heritage Walk  
Milton, GA 30004  
678-242-2519  
[www.miltonga.us](http://www.miltonga.us)  
[Tom.McKlveen@miltonga.gov](mailto:Tom.McKlveen@miltonga.gov)

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:



## **REQUIREMENTS FOR RECREATION PROVIDERS**

### **ARTICLE 1.0**

#### **PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as  
No contact martial arts and 5k running training

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at the following locations:

Milton Community Center, Bethwell Community Center, Community Place, or any other City of Milton facilities.

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1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The parties from time-to-time may update the program details (i.e., program goals, specific dates, and scope of new services, and other services) related to the services hereunder via an attached Addendum/Exhibit hereto. If this Agreement is renewed for another year, any updates to the program details shall be provided to the City no later than October 15<sup>th</sup> of the renewal term, and if agreed to by the City, the same will be attached hereto as an **Exhibit "A."** Any other Exhibits deemed necessary by the Department shall also be provided to the City no later than October 15<sup>th</sup> of the renewal term.

1.3 The CITY has designated the Director/Manager of Parks & Recreation or his/her designee for the CITY as its contact person, coordinator, and liaison person with the PROVIDER in the execution of the terms of this agreement. The PROVIDER and The Director of the Parks & Recreation Department (hereinafter referred to as the "Department") or his designee, will coordinate the program schedule, which will be approved by Department Director, or his designee, at its sole discretion. Proposed program schedules shall be provided to the Department at least thirty (30) days prior to the start of the activity.

1.4 All registration fees shall be fair and equitable to all participants. (Execution of this Agreement by the CITY shall act as a finding that the fees proposed in **Exhibit "A"** are fair and equitable; any fees not described in **Exhibit "A"** shall be determined fair and equitable in the reasonable discretion of the Department Director or his designee). The fees charged to each participant will be as described in **Exhibit "A"** for residents of MILTON, and a surcharge of 50% more will be charged to each participant who is not a resident of MILTON, up to a cap of

\$90.00. The entire balance of this surcharge for non-residents shall be paid to the CITY. PROVIDER registration commissions to the City are addressed in Article 3 of this Agreement.

Associations are required to provide desired registration dates to the Department in time for inclusion in the City website and promotional activity. The City utilizes universal registration dates for each season. Registration periods that do not align with the City's dates must be approved by the Department. The City provides a link to Association websites at [www.miltonga.gov](http://www.miltonga.gov). Associations must notify City of any web address changes.

1.5 The PROVIDER can make available a reasonable number of scholarships for participants requiring assistance. Scholarships offered to residents of the City of Milton will result in no payment of commission on the registration to the City of Milton. Scholarships offered to participants who are not residents of the City of Milton will result in no payment of commission on the registration to the City of Milton, however, the PROVIDER is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. The PROVIDER is responsible for identifying participants who have received a scholarship from the PROVIDER.

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to procure the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, vaping, adult movies,

adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

1.10 Sponsor and team banners are allowed to be displayed at the park on the day of an event only. They must be mounted in a way that does not damage the city property and they must be removed at the end of the day. Banners must not contain any language or images that would be considered offensive or inappropriate around children.

1.11 The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the CITY. The PROVIDER shall not promote any privately-owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately-owned business. The PROVIDER may not use said facilities to conduct personal business, including but not limited to workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **Exhibit "A"**. It is further understood that such improper/prohibited action(s) may result in immediate termination of this Agreement and the forfeiture of all compensation due or authorized for payment to the PROVIDER.

1.12 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the FULTON COUNTY BOARD OF EDUCATION as promulgated from time to time.

1.13 PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement.

1.14 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT. This includes recreation programming that is offered through a partnership with the Provider, by a subcontractor.

1.15 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.16 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules, or regulations applicable to the use of the facility.

1.17 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's



and DEPARTMENT's policies, rules, regulations, ordinances and procedures (**Exhibit "C"**), as well as those of the FULTON COUNTY BOARD OF EDUCATION (if operating on Board of Education property), and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities. The cost of repair or replacement of any harm or damage incurred to CITY equipment or facilities shall be the sole responsibility of PROVIDER.

1.18 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.19 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with access to the City's contracted background check platform (**Exhibit "B"**), where a background check must be executed by and for all of the provider's counselors, coaches, volunteers, subcontractors, employees, or any other individuals that will come in contact with a child, and background checks will be completed at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction, such form authorizing the CITY to conduct a search of each such individual's criminal background. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results

1.20 It is the responsibility of the PROVIDER to ensure that 100% of their coaches, instructors, and volunteers complete all legally mandated reporter training programs before being permitted to volunteer, coach, or instruct.

1.21 The CITY may require all participants in all programs to sign a Waiver and Release of Liability.

1.22 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.23 The PROVIDER shall not sublet any CITY facilities to any entity.

1.24 The PROVIDER agrees that it will provide the CITY with a database in an Excel format of the email addresses of the families of all of the participants in the program. This database will be used for the purpose of the CITY conducting an end of season quality survey. The CITY will share the results with the PROVIDER.

The PROVIDER must maintain a favorable quality rating in 75% of the survey responses. Failure to achieve the desired quality ratings will result in an administrative review of the program and PROVIDER.

1.25 The PROVIDER agrees to continually strive to grow the program(s) it is operating. For the facilities provided, the ideal number of participants is identified in the PROVIDER's scope of work (**Exhibit "A"**). PROVIDER shall strive to grow to the ideal capacity and maintain that level of participation. Failure to reach the ideal capacity or a decline in the registration will result in an administrative review of the program and PROVIDER.

1.26 The PROVIDER is permitted multiple advanced level (non-recreation level) teams or levels of programming provided that no advanced level team displaces a single recreation-level participant or team, and the advanced level teams must be made up of at least 50% City of Milton residents. Tryouts must be open to all, advertised in the appropriate media for the sport involved.

Open, advertised tryouts must be held prior to advanced level team formation. Players are not guaranteed positions on any teams prior to the first tryout date.

**Tryout rosters must be sent to the CITY for verification of residency prior to the completion of tryouts, to ensure accurate information is known by the program as rosters are created.**

**Rosters for advanced level teams must be submitted to the Department to verify the 50% Milton residency requirement for final approval.** Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use CITY facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through Milton's program through the remainder of the season. Any players added late to a roster must help or keep the team's residency percentage at the required percentage. Meaning, if a resident leaves a team mid-season, dropping the residency below the required percentage, only residents can be added to the roster until the residency is at or above 50%.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

1.27 The PROVIDER shall provide sport-appropriate certification and training to all paid and volunteer coaches. Additional certification requirements may be described in the Coaching/Instructor Certification (**Exhibit "F"**). In addition, it is the responsibility of the PROVIDER to ensure that all of their program instructors, coaches, volunteer and professional, head coaches and assistants, complete the following basic training programs and background check requirements before being permitted to coach a team, as mentioned in section 1.19. PROVIDER must provide documentation of such training to the CITY upon request.

- Background Check
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Training
- Weather Policies and Procedures
- Extreme Weather Policy

1.28 The Provider shall agree to the Field Playability, Weather Policies and Procedures, Heat and Hydration Guidelines and Cold Weather Policy below.

#### **Field Playability**

The Department will determine if fields are playable. Programs will be notified as early as possible if the fields are not playable. Programs are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the City's normal business hours, the Program is responsible for determining field playability. Programs are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost. The CITY shall maintain an online weather hotline at the link below to help communicate the status of the fields.

<https://www.miltonga.gov/government/parks-rec/athletic-field-status>

#### **Lightning Detection Systems for City Parks**

For the safety of all, the City of Milton uses a lightning detection system to determine the safety of play in potentially severe weather at Bell Memorial Park, Legacy Park and Milton City Park and Preserve. When lightning is detected, the system will sound a single long note on the siren. This is the signal to clear all fields, the dugouts, the bleachers and the playground and get to safety. When the system detects that the conditions have improved to a safe level, there will be a series of short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.



The system has an online status that shows the active countdown, that can be viewed here for all fields: <https://www.miltonga.gov/government/parks-rec/athletic-field-status>

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

#### **Fulton County School Fields**

Upon visual or audible evidence of lightning or thunder, all participants are required to clear the field and seek shelter in a building or vehicle. Play will not be permitted until there is no visual or audible indication of thunder or lightning for a continuous 30 minutes. Every indication of thunder or lightning restarts the clock.

#### **Heat, Hydration and Extreme Cold Weather Guidelines**

PROVIDERs must adhere to the Extreme Weather Policy observed by the Department. The policy is attached as Exhibit "H".

Milton Parks and Recreation Department cancels and/or postpones all youth programs and activities whenever Fulton County Schools are closed for inclement weather. Programs shall follow this procedure.

1.29 The PROVIDER is responsible for selecting qualified coaches for their program. Each program shall establish its own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

1.30 The PROVIDER shall be a business or 501c3 that is properly registered with the Secretary of State's office and has a business license issued by the local governing body. When the registration is renewed each year, a copy of the registration is required to be submitted to the City.

1.31 The PROVIDER shall communicate to the Milton Parks and Recreation Advisory Board (PRAB) liaison(s) and Department liaison(s) any and all substantial changes in their program. Each PROVIDER will have a CITY employee liaison and a PRAB liaison. The Department Head will appoint the employee liaison to the organization. The Chairman of the PRAB will appoint the PRAB liaison(s) to the organization on an annual basis. Liaisons must be invited to all PROVIDER board meetings or annual meetings but will not be voting members of the organization.

Each PROVIDER shall communicate to the PRAB liaison(s) and Department liaison(s) any and all substantial changes in their program.



For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the provider that would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of the overall program content (i.e. cheerleading, flag football, fast pitch softball, all stars, select, summer or winter league play, etc.)
- Provider by-laws (if applicable)
- Organization structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

PROVIDERS shall notify liaisons as soon as the idea for a substantial change is included on a PROVIDER meeting agenda. Upon notification by the PROVIDER, the PRAB and/or employee liaison shall communicate the information to the Department Head or his/her designee. Before any action shall be taken by the PROVIDER to implement the substantial change, the PROVIDER may be required to prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the PROVIDER, the citizens of Milton, and the CITY; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department Head to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

Any proposed fee change must be submitted in writing to the Department a minimum of sixty (60) days prior to the planned implementation.

The Department shall determine the level of approval needed for the PROVIDER to implement the substantial change. The approval levels are noted as follows:

- a. PROVIDER and organization members only
- b. Department Head or his/her designee
- c. Milton Parks and Recreation Advisory Board
- d. Milton Mayor and City Council

1.32 Records of the PROVIDER or any members of the PROVIDER, that are prepared and maintained or received by the PROVIDER or any of its members in the course of providing services on behalf of Milton, are "public records" under the Open Records Act. Therefore, such records are subject to production if a

request for such records is made under the Open Records Act. In the event that an Open Records Act request is delivered to the City of Milton for PROVIDER records pertaining to the service being provided on behalf of Milton, the City of Milton will require, and the PROVIDER agrees to provide timely assistance in responding to such request. Upon receiving an Open Records Act request for PROVIDER records, the City of Milton will promptly forward the request to the PROVIDER. All responsive documents shall be provided to the CITY by the PROVIDER within 24 hours of the CITY's notification; or, if the records cannot be assembled that quickly, then within 24 hours, the PROVIDER will identify what records are responsive and provide the City of Milton with a list of such records and a timeline for when the requested documents will be assembled and provided. Delivery of the Open Records Act request from the CITY to the PROVIDER may be delivered via email or phone call. All Open Records request responses shall be emailed to the Director of Parks & Recreation or his designee (if specified in the communication relaying the request).

## **ARTICLE 2.0**

### **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. Any equipment provided by the CITY must first be agreed upon in writing between the PROVIDER and CITY. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws. PROVIDER shall coordinate storage of equipment at school facilities with the principal of the school located at the facility, if applicable.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs, with the exception of fundraising activities, in which other appropriate items such as gifts and food/drink may be sold. Fundraising activities conducted by the PROVIDER will be permitted. The PROVIDER shall obtain the CITY's approval of any fundraising activities and sale of merchandise prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in writing. If agreed upon, sharing storage space with another PROVIDER is expected. Any storage building or room is not the property of the PROVIDER. Each PROVIDER is expected to work together in their shared space, keep the facility neat and clean, and keep the facility secured. Failure to do so may result in expulsion from the storage facility.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity, and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be canceled, and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

2.6 On all of the fields at Bell Memorial Park, blue tooth interfaces to the scoreboards have been installed. There is an app available to interface with the blue tooth device which eliminates the need for the external scoreboard controllers. Go to [www.singlescore.com](http://www.singlescore.com) for the app.

Scoreboard control boxes may still be used under the following guidelines:

- a. The PROVIDER must acknowledge use and responsibility of all scoreboard controllers prior to the start of the season;
- b. Scoreboard controllers that are damaged, lost or destroyed must be immediately reported to the Department;
- c. A minimum of thirty (30) days should be expected for all repairs;
- d. The PROVIDER shall be responsible for the cost of repairs or replacement of any lost or damaged scoreboard controllers;
- e. Scoreboard controllers must be stored at the park in the storage room;
- f. Scoreboard controllers are mated to specific scoreboards and must remain with their respective mate; and
- g. The PROVIDER must turn all scoreboards off each evening at the conclusion of activities and assure that scoreboard controllers are properly secured in the storage closet.



**ARTICLE 3.0**  
**Compensation and Method of Payment**

3.1 In consideration of the CITY authorizing the PROVIDER to furnish the services described herein and to keep a portion of the revenues obtained from furnishing such services (as provided herein), the PROVIDER agrees to furnish the services pursuant to the terms of this Agreement, including but not limited to the releases and indemnities contained herein. Further, the CITY shall be entitled to a commission consisting of 15% of the registration fees paid by all program participants to the PROVIDER. In consideration for providing the services described herein, the PROVIDER shall be entitled to 85% of such fees paid, exclusive of the 50% non-resident surcharge described in Section 1.4. The 50% non-resident surcharge (capped at a maximum of \$90.00) is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER as part of initial registration, i.e. PROVIDER costs for uniforms, standard participant equipment and/or pictures to participants.

3.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, to the CITY within 30 days of the close of registration for each program. The list shall be provided in a Microsoft Excel format and shall include each player's name, residential street address, city, zip code, email address, age/program and resident registration rate. All PO Box addresses submitted will be considered non-residents. The Department will use the list to verify the resident status of registered players. The CITY will use the email address list to distribute an end of season Participant Satisfaction survey. CITY shall not use the list to promote Department programs without prior consent of the PROVIDER. The PROVIDER is responsible for identifying participants who have received a scholarship such that they are not included on the CITY registration commission invoice. After the CITY has verified residency of participants, the CITY will issue an invoice to the PROVIDER for registration commissions and non-resident fees payable to the CITY and then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Payments will be made to the CITY within fifteen (15) business days of PROVIDER's receipt of each invoice.

3.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.



3.4 PROVIDER is not allowed to require an admission fee or a parking fee to any PROVIDER program or event, unless the Director of Parks and Recreation or his/her designee provides written approval.

For special tournaments and events, a team registration fee may be collected. The PROVIDER must obtain written approval from the Director of Parks and Recreation or his/her designee prior to the event where a team registration fee will be collected. For such events, field rental fees may apply.

3.5 The PROVIDER will adhere to fee policies set by the City, including fees that may not yet be currently established.

#### **ARTICLE 4.0** **Independent PROVIDER**

4.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

4.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 5.0**

### **Insurance**

5.1 CITY shall not have any insurance obligations related to this Agreement, and PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

5.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. The Certificates of Insurance and endorsements for each policy are to be issued by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. Further, the PROVIDER shall provide complete certified copies of current insurance policy(ies) and/or a certified letter from insurance company(ies) if requested by the CITY. These Certificates of Insurance provided shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

5.4 Commercial General Liability insurance must be maintained for comprehensive coverage including for bodily injury and personal injury, sickness, disease and death, and property damage. Exposures to be covered are: premises, operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury

PROVIDER shall have its insurer name the City of MILTON as an additional insured on its General Liability policy.

PROVIDER shall also have its insurer name the FULTON COUNTY BOARD OF EDUCATION as an additional insured on its General Liability policy.

5.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- |    |                      |                                 |
|----|----------------------|---------------------------------|
| A. | Workers Compensation | Statutory                       |
| B. | Employer's Liability | \$100,000 each accident         |
|    |                      | \$500,000 Disease-policy limit  |
|    |                      | \$100,000 Disease-each employee |

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption; provided that CITY may reject such claim, and CITY's acceptance of such claim shall not affect this obligation should claim of exemption be determined inaccurate or false.

5.6 PROVIDER shall also maintain Directors and Officers insurance with limits of at least \$500,000.00, in a policy separate from the Commercial General Liability insurance policy. Areas of coverage must include allegations of: wrongful termination; failure to hire or promote; discrimination, including sexual harassment; failure to accommodate disabilities; and claims alleging mental anguish and emotional distress. Claims-made coverage must cover the preceding six years or the length of time the Program has been operating in the CITY, whichever is less. The policy must include the CITY as an additional insured.

5.7 PROVIDER shall include all subcontractors as insureds under its policies or shall ensure each subcontractor complies with the insurance requirements provided herein, including but not limited to naming the CITY as an additional insured.

## **ARTICLE 6.0**

### **Term and Termination**

6.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated at the close of this four (4) week period, at which



time the CITY may terminate this Agreement if the requirements herein have not been met or the CITY is otherwise unsatisfied with the program in its sole discretion.

6.2 The term of this Agreement shall commence upon the later of **October 1, 2024**, or date of execution hereof, and shall remain in effect until September 30, 2025, and shall automatically renew absent written notice of non-renewal from either party, or unless terminated sooner as provided in this Article (provided that the term hereunder may be subject to the automatic termination and automatic renewal provision as set forth below)(the "Term"). To the extent there is any payment obligation on the part of the CITY hereunder, and the Term hereunder continues beyond the fiscal year in which this Agreement is executed (i.e., neither party provides notice of non-renewal), the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of CITY on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year of the Term absent CITY's provision of written notice of non-renewal to the PROVIDER at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property (to the extent any transfers under this Agreement) shall remain in PROVIDER until fully paid for by City.

6.3 PROVIDER's violation of any term set forth in this Agreement may result in termination of this Agreement by written notice. This Agreement may also be terminated by the CITY for convenience and at the sole and exclusive discretion of the CITY upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein. This Agreement may be terminated by the CITY immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

6.4 This Agreement may be terminated by PROVIDER upon giving at least sixty (60) days written notice of termination to the CITY.

6.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation, or as soon as the cancelation is confirmed.

6.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

6.7 Upon termination or expiration of this Agreement, PROVIDER shall provide payment to the CITY of any commission or surcharge due up to the termination date.



6.8 The rights and remedies of the CITY and PROVIDER provided under this Article 7 are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6.9 The CITY shall have the right to terminate this Agreement upon failure of PROVIDER to perform its obligations to the reasonable satisfaction of CITY. Prior to exercising this right of termination, CITY shall provide PROVIDER with a written notice specifying PROVIDER's failure to perform, and providing PROVIDER with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the CITY, to cure its deficiency. In the event that PROVIDER fails to cure the deficiency, or in the event of any subsequent failure to perform, CITY shall have the right to immediately terminate the Agreement by providing written notice of termination to PROVIDER.

6.10 PROVIDER shall have the right to terminate this Agreement upon failure of CITY to perform its obligations to the reasonable satisfaction of PROVIDER. Prior to exercising this right of termination, PROVIDER shall provide CITY with a written notice specifying CITY's failure to perform, and providing CITY with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the PROVIDER, to cure its deficiency. In the event that CITY fails to cure its deficiency, or in the event of any subsequent failure to perform, PROVIDER shall have the right to immediately terminate the Agreement by providing written notice of termination to CITY.

Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

#### **ARTICLE 7.0** **Indemnification**

7.1 PROVIDER covenants and agrees to take and assume all responsibility for the services provided in connection with this Agreement. PROVIDER shall defend, indemnify and hold harmless the CITY, the FULTON COUNTY BOARD OF EDUCATION, and the CITY and FULTON COUNTY BOARD OF EDUCATION's trustees, elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees, paralegal fees, and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the performance of services described herein, or operations by the PROVIDER (including but not limited to the operations as set forth in Section 1.17

herein), any subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the PROVIDER, its subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

## **ARTICLE 8.0**

### **Americans with Disabilities Act; Nondiscrimination**

8.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

8.2 PROVIDER's decisions regarding the delivery of services, including participation in any park or program, under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

8.3 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, PROVIDER, for itself, its assignees and successors

in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations of the laws cited above, and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

## **ARTICLE 9.0**

### **Association Requirements (if applicable)**

9.1 In order to qualify as a recognized Association and operate on City of Milton property, the Association must adhere to certain minimum legal and organizational requirements as set forth in this Agreement. Each Association must indicate its intent and ability to comply with these requirements by signing this Agreement prior to the operation of any activity on CITY property.

9.2 These requirements are necessary in order to ensure the safety and well-being of all participants. The CITY retains the right to change the requirements of this Agreement at any time, without advance notice, as it deems appropriate, and any such changes will be binding on any signatory to the Agreement. The CITY will endeavor to communicate any changes made to this Agreement to the Association within five (5) business days after the change has been made and approved.

9.3 The signing of the Agreement indicates the Association's assumption of the financial responsibility for its program, as well as the management of the program participants and volunteers. The CITY will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the Agreement. The requirements are as follows:

#### **1 CORPORATE REGISTRATION**

Each must be a federally registered 501(c)3 non-profit organization and licensed to operate in the State of Georgia. Proof of the current registration status must be on file with Milton Parks and Recreation Department ("Department").

#### **2 BYLAWS**

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Agreement.

#### **3 ELECTION OF OFFICERS**

Each Association shall have a Board of Directors ("Board"), which shall be the governing body of the Association for the operation of the affairs of the Association as documented in the bylaws. Each Association Board must be comprised of a majority of Residents upon election or appointment. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least two weeks prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

#### **4 ASSOCIATION MEETINGS AND ANNUAL MEETING**

Upon request, Associations must provide copies of meeting minutes from Association membership and Board meetings to Association members and the CITY. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing Board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

#### **5 FINANCIAL REPORTS**

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the Association at any reasonable time. The CITY assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the CITY, on July 15<sup>th</sup> or within ten (10) business days following demand thereof, an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit and loss statement, or otherwise provide to the CITY other documentation evidencing that the Association is not insolvent or bankrupt.



## **6 CAPITAL IMPROVEMENTS**

Capital improvements may be suggested by the Association for budgetary consideration. Financial partnerships (50/50) between the Associations and the Department for mutually agreed upon projects are encouraged.

### **ARTICLE 10.0** **Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by each party with the same formality and equal dignity herewith.

10.2 This Agreement is not transferable or assignable, and PROVIDER agrees not to delegate, transfer or assign the performance of any services called for in the Agreement without prior express written consent from the CITY. As to any approved subcontractors, the PROVIDER shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the CITY should the CITY be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 The individual executing this Agreement on behalf of PROVIDER agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity and has obtained all necessary approvals to execute and bind PROVIDER to the terms of this Agreement. Accordingly, the CITY and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 Books, records, documents, account ledgers, data bases, and similar materials relating to the services performed under this Agreement ("Records") shall be established and maintained by PROVIDER in accordance with requirements prescribed by the CITY and applicable law. Upon request, the PROVIDER shall furnish to the CITY any and all Records related to matters covered by this Agreement in the form requested by the CITY. The PROVIDER will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

10.9 No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by PROVIDER with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by PROVIDER with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

10.10 Pursuant to O.C.G.A. § 13-10-91, the CITY shall not enter into a contract for the physical performance of services unless the PROVIDER shall provide evidence on CITY-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and PROVIDER's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The PROVIDER hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to CITY. Further, PROVIDER hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the PROVIDER employs or contracts with any subcontractor(s) in connection with the covered contract, the PROVIDER agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the



subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, PROVIDER agrees to provide a completed copy to the CITY within five (5) business days of receipt from any subcontractor.

PROVIDER agrees that the employee-number category designated below is applicable to the PROVIDER.

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☒ Fewer than 100 employees.

PROVIDER hereby agrees that, in the event PROVIDER employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the PROVIDER will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

10.11 PROVIDER represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts, or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

10.12 Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the CITY. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.



Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.13 This agreement may be executed in counterparts, each of which shall constitute an original.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, and PROVIDER submits to the jurisdiction and venue of such court.

10.15 Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

10.16 The PROVIDER acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the PROVIDER under this Agreement were funded by the taxpayers of the CITY and are leased or owned by the CITY, and further due to the fact that the recreation fees generated from the availability of such fields, the PROVIDER is subject to the Open Records and Open Meeting laws of the state of Georgia. The PROVIDER agrees to comply with those laws. To the extent that the PROVIDER is uncertain or needs assistance as to proper compliance with such laws, the CITY may provide assistance and guidance, but not legal advice, regarding same. The PROVIDER further agrees that all books and records of the PROVIDER shall be made available to the City of Milton as and when requested for review or audit.

10.17 Neither the CITY nor PROVIDER shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of PROVIDER; (f) delay or failure to act by any

governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

10.18 Hosting of camps and tournaments involving participants from outside the PROVIDER'S own program along with participants in the PROVIDER'S own program is allowed but requires coordination with and written consent of the Department. PROVIDER must seek approval from the CITY to host outside camps and tournaments at the parks at least thirty (30) days prior the proposed event. Field or facility rental fees and staff fees may be applicable for these types of events as determined by the Director or his/her designee. The CITY reserves the right to require liability waivers, proofs of insurance, or other forms of protection from outside participants as a condition of consent to such events.

10.19 The PROVIDER is specifically not permitted to sublet facilities to any individual or organization. The PROVIDER'S Agreement will authorize the PROVIDER'S own use only. The CITY reserves the right to restrict facility use on dates when there are special City/Department events. These dates will be communicated to the PROVIDER no less than thirty (30) days prior to the event.

10.20 The PROVIDER is allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for the PROVIDER to assist the CITY in funding capital projects benefitting the parks and facilities they use. The PROVIDER is not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization or individuals and businesses that compete with contractual obligations of the CITY. Sponsors must be in good taste and appropriate for CITY park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in CITY parks).

Details of how sponsorship opportunities may be implemented shall be discussed with and approved by the Department Director or his/her designee.

10.21 If damage to a field or facility occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions, damage to flooring, etc.) by the PROVIDER, the CITY will require the PROVIDER to pay for any and all costs necessary to repair the damaged area. The use of any form of metal cleats is strictly prohibited on the artificial turf fields.

10.22 PROVIDERS are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This

includes all facilities, playing areas, walkways, restrooms, concession stands, dugouts, etc.

10.23 Nothing within this agreement shall be construed as a waiver of governmental immunity, official immunity, or sovereign immunity by the CITY, its officers, or employees.

10.24 Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department – 678-242-2519 or [Tom.McKlveen@miltonga.gov](mailto:Tom.McKlveen@miltonga.gov)

**I hereby acknowledge and understand** that the PROVIDER, which I am authorized to represent, will abide by, and comply with the terms and conditions set forth in this Recreation Provider Agreement as well as all of the applicable policies, procedures, guidelines, and rules of the CITY. I understand that failure of the PROVIDER or any of its members to comply with any applicable requirement may result in termination of this Agreement with the CITY.

**PROVIDER:**

By:   
[President/Vice President if Corp.]

Name: Jessi Roman  
(Typed or Printed)

Date: 3/4/25

Attest:   
PROVIDER Secretary [if Corporation]

Name: Miguel Roman  
(Typed or Printed)

Date: 4/1/25

[AFFIX CORPORATE SEAL]

**CITY:**

By: \_\_\_\_\_  
Peyton Jamison, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tammy Lowit, City Clerk

Date: \_\_\_\_\_

[CITY SEAL]

**Approved as to form:**

Signed by:  4/7/2025  
City Attorney \_\_\_\_\_ Date



## EXHIBIT "A"

**[INSERT SCOPE OF WORK (INCLUDING BUT NOT LIMITED TO FEES, SCHEDULE INFORMATION, AND MINIMUM NUMBER OF PARTICIPANTS)]**

- Description of each program or class offered
  - Detailed description of the class or program
  - Minimum/maximum number of participants
  - Cost
  - Number and duration of the season or class schedule (ex: once per week for eight weeks)
  - Ages offered

**For Spring and early summer programming at Bell Memorial Park's natural grass fields, ALL field usage will end on the first Sunday after July 4<sup>th</sup> for field renovations.**

	Spring	Summer	Fall	Winter
Ideal Capacity per most appropriate offering size (season, class, etc.)	Only planning to offer summer camps	25 per class	N A	N A
Previous Season Participation	NA	NA	NA	NA
Growth Goal for Season	NA	25 per summer	NA	NA

# EXHIBIT "A"

## Roman's Kicks and Tricks

- **Ninja Summer Camp**
  - **Description:** Kiddos always jumping off the couch?? In our ninja warrior camp, your kids will be able to bounce, flip and ninja around in our fun specialized camp! We will practice basic parkour skills, and martial arts techniques to help kids develop their inner ninja skills.
- **Speed & Agility Summer Camp**
  - **Description:** We will have the kiddos running 2-3miles a day (if not more) in fun creative ways, to build their reaction time, mental awareness and confidence. Our instructors will teach the value of breathing, stretching, eating balanced meals & so much more.  
  
Roman, the instructor, is an Ultra Runner. Roman has also worked with NFL players & many different sports stars. We teach life skills with fun games, relay races & obstacle courses. These skills help the kids succeed at school, football, track and field, cheer and many other areas in life!
  - We will also attend one local race during the summer for the kids to run as a team (separate registration required).
- **Jedi Summer Camp**
  - **Description:** Always our most popular camp! Jedi missions, lightsaber training, and epic battles between good and evil, need we say more?? Within the camp we will do martial arts training, along with tumbling & tricks!
- **Minium count of students 5 with Maximum amount of students 35**
- **Times and Price**
  - 9:00-12:00 (\$ 175)
  - 12:00-3:00 (\$175)
  - 9:00-3:00 (\$300)
- **5 days a week within the summer Monday- Friday**
- **4-12 years old for the programs**

Our program has worked with surrounding counties rec. centers. The first year of our program we started with 15 or so children enrolled, by the second summer with the rec. centers our number grew to 30 or more.

## EXHIBIT "B"

### BACKGROUND CHECKS

#### Screening Information

NCSI offers the city a comprehensive system to manage background checks, ensuring that every adult working directly with youth participants meets our strict safety standards. This extra level of oversight is a proactive measure safeguarding the quality of our programs. Each program will pay a \$23.00 screening fee per coach, instructor, and volunteer, covering both the initial screening and an automatic free recheck in the second year—making it an extremely affordable and quality tool to keep our youth programs safe.

#### Steps to completing background check

EXAMPLE EMAIL you will receive from NCSI rep

Hello (Name),

I am excited to get you started using the NCSI background screening platform. You may log into your dedicated background screening portal by clicking the link below. Please note that our platform will not work to the best of its ability through the Internet Explorer browser. We suggest using Google Chrome for the best experience.

[Login Link](#)

#### FIRST-TIME LOGIN INFO FOR ADMINISTRATORS

Please use the following username and temporary password for your initial login. You will be prompted to create a unique password from the temporary one assigned below. You will also set up Multi-Factor Authentication information. Once you are logged in, you can begin exploring your website portal.

Username:

Temporary Password: **ncsi1p@ssword**

To request additional users to the platform contact [support@ncsisafe.com](mailto:support@ncsisafe.com) with the following:

- Your account name
- The full name of the user
- User email address



- Level of access the user will require

## **HOW TO SUBMIT BACKGROUND SCREENINGS**

NCSI has designed a secure URL for your registrants to complete an application for background screening. Please share the below link with your registrants to fill out all the required information, and FCRA compliant consent and authorization forms. The application will deliver directly to our system so our team may begin the background screening process. For more information on this process, please see the attached user guide.

## **NAVIGATING THE SYSTEM**

You will find FAQs and other helpful documents on the platform by clicking "help" on your profile badge in the top right corner. I have also attached a user guide to help you navigate the system. Our Client Services Team is available to help answer your questions as you begin to use the NCSI platform. Please call us by phone between 9AM-5PM EST, at 866-996-7412 X 2, or you can send an email anytime to [support@ncsisafe.com](mailto:support@ncsisafe.com).

Please let me know if you have any questions about your account or the background screening portal.

Thank you,

Steven Galeano | Client Services Team Lead

[NCSI Background Screening User Guide.pdf](#)

## **EXHIBIT "C"**

### **City of Milton Parks Ordinances & Park/Facility Regulations**

#### **CITY OF MILTON PARKS ORDINANCES**

Programs are responsible for adherence to all City and park ordinances. A collection of applicable ordinances is shown below, subject to the caveat that ordinances are amended from time to time; these ordinances may not be fully current; and other ordinances not shown here may be relevant depending on the activity.

Sec. 34-22. - Prohibited acts.

(a) Alcoholic beverages. Unless a public facilities permit has been obtained under Chapter 4 of this Code, it shall be unlawful for any person to possess and consume any alcoholic beverage, or be under the influence of alcoholic, malt and vinous beverage, within any public park and within any building or facility under the supervision of the city recreation and parks department.

(b) Firearms. It shall be unlawful for any person to discharge any firearm within the city parks in accordance with the authority vested in the city by the general assembly in accordance with O.C.G.A. § 16-11-173. Signs shall be posted at city parks stating the following:

"In accordance with O.C.G.A. § 16-11-173 and the City Code of Milton, the discharge of firearms in city parks is prohibited."

(c) Fireworks. It shall be unlawful for any person to possess or use fireworks, as defined in O.C.G.A. 25-10-1(a)(1), in any of the city parks, unless written permission for such has been authorized by the mayor and city council.

(d) Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, or leased or used by the city.

(e) Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the acts mentioned in this subsection to any animal or wildlife within any of the city parks without the city manager's written permission.

(f) Motor vehicles. It shall be unlawful for any person to drive, operate and park any motor vehicle, mini-bike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees or agents

when municipal duties require them to drive over said park or to park their vehicles or equipment at such locations in order to perform city business.

(g) Noises. It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the city parks, according to the city's noise regulations.

(h) Park hours. All city parks that have lighted athletic fields shall be closed between the hours of 10:30 p.m. and 6:00 a.m. All other parks shall be closed from dusk until dawn. No person shall be authorized to be on the premises or property of any city park when they are closed, except authorized city employees or persons engaged in activities authorized by the recreation and parks director, or the city manager.

(i) Pets. All pets must be on a leash and the owner is responsible for the disposal of pet waste. All pets are prohibited on athletic fields, unless written permission for such has been authorized by the city manager or the recreation and parks director.

(j) Permit required. It shall be unlawful for any person to engage in any activity in the city parks which requires a permit or ticket without first obtaining such permit or ticket.

(k) Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the city.

(l) Posting signs. It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks. It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

(m) Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(n) Smoking. It shall be unlawful for anyone to smoke in the park.

(o) Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(p) Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an



authorized representative, or such person are conducting recreation department business.

(q) Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for permanent living accommodations purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. No. 07-01-03, § 1(ch. 8, art. 1, § 4), 1-18-2007; Ord. No. 07-08-42, § 1(ch. 8, art. 1, § 4), 8-23-2007; Ord. No. 14-10-225, §§ 1, 2, 10-20-2014); Ord. No. 15-03-237 , § 1, 3-16-2015)

### **PARK/FACILITY REGULATIONS**

1. Programs conducting youth activities on City facilities must have an appropriate number of adults supervising the activities conducted by the Program from the outset to the conclusion of the activity.
2. Spectators, Parents, Coaches, or Officials of a Program must display appropriate conduct while operating activities on City facilities. Continuous failure to do so could result in the termination of the right to use City facilities. All Programs must enact and enforce a policy of ZERO tolerance for abusive behavior while at a Program event on-site or at an away facility.
3. The park belongs to all of the residents of Milton. All Programs are asked to enact and encourage a policy of "Leave It Cleaner Than When You Arrived" with regards to all elements of the park. The Program is responsible for cleaning the area around athletic fields, dugouts and walkways. This must be completed upon the conclusion of each activity.
4. Program representatives are responsible to report any and all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
5. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
6. Bicycles, roller blades, skateboards, hover boards etc. are prohibited on walkways and other designated areas.
7. No game shall begin after 9:00 pm, and every effort should be made to conclude by 10:00 pm. The park lights will go off at 10:30 pm

8. Parks may not be used for golf practice.
9. Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. **FOR THE SAFETY OF ALL, PET OWNERS ARE REQUIRED BY LAW TO OBEY FULTON COUNTY LEASH LAWS WHILE VISITING CITY OF MILTON PARK FACILITIES.**
10. The use of unmanned aerial vehicles (UAVs) or drones is prohibited at all active parks within the City.
11. Music may be played in the park at a volume that does not interfere with other activities. Any organization that receives a reasonable request to lower the volume must do so or risk cancellation of scheduled activities. All music played at the park must be in compliance with the current noise ordinances of the City. Music played must not contain inappropriate language (e.g., containing sexually explicit, degrading, or violent words or themes) and must be family friendly. DJs are not permitted without a special use permit.
12. Synthetic multi-sport field rules & restrictions:
  - a) No pets of any kind
  - b) No food or beverages, including gum, seeds, nuts, sports drinks or soft drinks
  - c) **ONLY PLAIN WATER IS ALLOWED**
  - d) No glass containers
  - e) No smoking or tobacco products of any kind
  - f) No playing golf
  - g) No tent stakes, spikes, etc. may be driven into the turf
  - h) No metal or detachable cleats – only sneakers or molded plastic cleats
  - i) No painting, chalking or marking field
  - j) No vehicles, bikes, scooters, skateboards, roller- or inline skates, strollers or hover boards
  - k) No grills, fireworks or fires of any kind
  - l) Do not pick or pull grass fibers or infill material
  - m) Goals may be moved but they are to be **LIFTED** and moved as needed, **NOT DRAGGED**
  - n) Do not throw, kick, hit or whip a ball into surrounding fences



**EXHIBIT "D"**  
**Contractor Federal Work Authorization Form**

**STATE OF GEORGIA**  
**COUNTY OF FULTON**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

~~2104~~ 2640040  
eVerify Number

March 12 2025  
Date of Authorization

Roman's Kicks - Trick  
Name of Subcontractor

Summer Camp  
Name of Project

City of Milton, GA  
Name of Public Employer

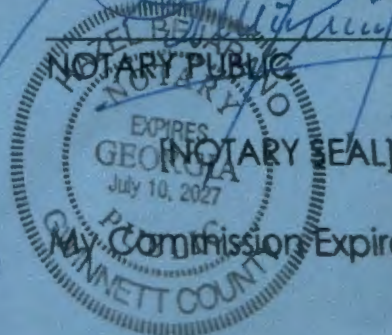
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 10, 2025 in  
Alpharetta (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

Jessi Roman  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 20<sup>th</sup> DAY OF March, 2025.



My Commission Expires July 10, 2027



**EXHIBIT "E"**  
**Subcontractor Federal Work Authorization Form**

**STATE OF GEORGIA**  
**COUNTY OF FULTON**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2640040  
eVerify Number

March 12, 2025  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

City of Milton, GA  
Name of Public Employer

I hereby declare under penalty of perjury  
that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in  
\_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer  
or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**EXHIBIT "F"**  
**Coaching/Instructor Certifications**

PROVIDER must require that a minimum of one (1) coach/instructor per team/class is to maintain a certification in good standing. The following are approved certifications: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, USA Football, and National Cheerleading Association.

Contingent on the CITY's approval, the PROVIDER may include additional certifications not previously mentioned in the Agreement (list below). Records of certifications are to be sent to the Parks & Recreation Department within two weeks of the season start.

ACTIVITY/SPORT:

Martial arts and running

ACCEPTABLE COACHING/INSTRUCTOR CERTIFICATIONS:

1. Miguel Roman - Ultramaratoner & has multiple black belts and training certificates
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_



**EXHIBIT "G"**  
**City of Milton**  
**Accident / Incident Report Form**

Date of accident/incident \_\_\_\_\_

Time of accident/incident \_\_\_\_\_

Facility where accident/incident occurred \_\_\_\_\_

Specific location of accident/incident within the facility \_\_\_\_\_

Number of persons involved \_\_\_\_\_

Police notified ☐ Y ☐ N

EMS notified ☐ Y ☐ N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	<input type="checkbox"/>
	Day: Evening:	<input type="checkbox"/>
	Day: Evening:	<input type="checkbox"/>

*Information on witnesses to the accident/incident*

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:





## ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options:

\_\_\_\_\_

Did the injured party waive treatment ☐ Y ☐ N  
Photos of accident/incident site taken ☐ Y ☐ N

Person completing form \_\_\_\_\_  
\_\_\_\_\_ Print name \_\_\_\_\_ Signature

Date \_\_\_\_\_

Person completing form \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening phone \_\_\_\_\_

*Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident*

**Fax or email form to the Parks and Rec Dept at 678-242-2499 or**  
**[parksandrec@miltonga.gov](mailto:parksandrec@miltonga.gov)**



## **EXHIBIT "H"**

### **Extreme Weather Policy**

#### **1. Heat & Hydration Guidelines**

- **Heat Monitoring:** The City of Milton will provide current field temperatures between 3 p.m. and 4 p.m. on weekdays and periodically throughout the weekend. Temperatures above 90 degrees will be communicated to relevant programs. A wet-bulb thermometer will be used to measure the Wet Bulb Globe Temperature (WBGT), which assesses the cooling effect as moisture evaporates from a surface.
- **Activity Heat Index Policy:**
  - **WBGT 82.0-86.9 Degrees:** Use discretion for intense or prolonged exercise. Monitor at-risk players carefully. Provide at least three separate water/rest breaks per hour, each lasting a minimum of 4 minutes.
  - **WBGT 87.0-89.9 Degrees:** Limit practice time to two hours. For football, players should wear only helmets, shoulder pads, and shorts during practice. All protective equipment must be removed for conditioning activities. If the WBGT rises to this level during practice, players may continue in football pants without changing to shorts. All sports should provide at least four separate water/rest breaks per hour, each lasting a minimum of 4 minutes.
  - **WBGT 90.0-92.0 Degrees:** Limit practice time to one hour. For football, lacrosse, or other applicable activities, no protective equipment may be worn, and no conditioning activities are allowed. All sports must have 20 minutes of rest breaks distributed throughout the hour.
  - **WBGT Above 92.0 Degrees:** All outdoor activities must be canceled or moved indoors.
  - **Reevaluation:** Programs may reevaluate the temperature after 4 p.m. on weekdays to ensure compliance. The updated temperature reading must be recorded before any recreational activity begins.
- **Preventing Heat Stress in Children and Adolescents:**

Children are more susceptible to heat stress than adults. Signs of heat stress include dizziness, weakness, nausea, headache, and cramps. In severe cases, heatstroke can occur, characterized by a body temperature above 105 degrees Fahrenheit, loss of sweating, and unconsciousness.



- **Increased Risk:** Children and adolescents are at higher risk when the temperature exceeds 95 degrees or when humidity is high, as their bodies absorb more heat and have a lower capacity for sweating.
- **Hydration:** Children should be reminded to drink water regularly, even if they do not feel thirsty. A child weighing 40 lbs. should drink 5 ounces of water or a sports drink every 20 minutes, while a child weighing 132 lbs. should drink 9 ounces every 20 minutes.
- **Acclimation:** Gradually increasing exposure to heat and exercise can help prevent heat-induced illnesses in children and adolescents. Exercise duration and rest periods should be adjusted based on humidity, air temperature, and sun exposure.

## 2. Cold Weather Policy

- **Temperature Monitoring:** If the official temperature (including wind chill i.e. “feels like” temperature) in Milton, GA (as forecasted by [www.weather.com](http://www.weather.com)) is expected to be 38°F or lower at the time of a scheduled practice or game, it is recommended to cancel the event. Current conditions of Milton, GA can be referenced from the Legacy Park [Weather Station](#).
- **Wind Chill Consideration:** These guidelines apply when the wind chill impacts the perceived temperature. Visit the National Weather Service to learn more about [Understanding Wind Chill](#).
  - **38°F or Lower (Dry):** It is recommended that activities for younger age groups be canceled.
  - **35°F or Lower (With Precipitation):** No outdoor practices are permitted. All activities must be conducted indoors.
  - **30°F or Lower:** No outdoor practices are permitted unless approved by Department Director or his/her designee. All activities must be canceled or conducted indoors.
  - **Youth Baseball:** No outdoor practices or games are permitted if the temperature is **42°F or lower**. All activities must be conducted indoors.

## 3. Inclement Weather and School Closures

- **Fulton County School Closures:** If Fulton County Schools are closed due to inclement weather, all youth programs and activities hosted by the Milton Parks and Recreation Department will also be canceled or postponed.





- **Decision Factors:** The decision to close or cancel activities due to inclement weather will consider road conditions, temperature, wind chill, and other safety factors, including the ability of facilities to operate efficiently.

#### 4. Communication Protocol

- **Advance Notice:** Decisions regarding cancellations or postponements due to extreme weather will be communicated as early as possible to allow participants and parents to make necessary arrangements.
- **Emergency Closures:** In the event of sudden weather changes or other emergencies that occur during the day, activities may be canceled immediately. All participants should have a contingency plan in place for such scenarios.
- **Communication Methods:** We want to ensure that everyone in our community stays informed about important developments in Milton, which is why we're encouraging you to sign up for the City's Mass Notification System and visit our live update webpage.
  - *To sign up or learn more on the City Mass Notification System, visit <https://www.miltonga.gov/notifications>.*
  - *To view the current status of fields and parks in inclement weather delays, visit <https://www.miltonga.gov/government/parks-rec/athletic-field-status>*

This policy ensures the safety and well-being of all participants in the City of Milton Parks and Recreation Department's programs and activities, with particular attention to the unique needs of children and adolescents during extreme weather conditions.

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Roman's Kicks and Tricks LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/11/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **12/17/2019**.



*Brad Raffensperger*

**Brad Raffensperger**  
Secretary of State

**ARTICLES OF ORGANIZATION****\*Electronically Filed\*****Secretary of State****Filing Date: 12/11/2019 12:11:57 PM**

**CONTROL NUMBER** 19162130  
**BUSINESS NAME** Roman's Kicks and Tricks LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 12/11/2019

**ADDRESS** 1540 Brookmere Way, Cumming, GA, 30040, USA

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
United States Corporation Agents, Inc.	1420 Southlake Plaza Dr., Morrow, GA, 30260, USA	Clayton

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Jessi Roman	ORGANIZER	1540 Brookmere Way, Cumming, GA, 30040, USA

N/A

**AUTHORIZER SIGNATURE** Jessi Roman  
**AUTHORIZER TITLE** Organizer



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Jessi Roman</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>Roman's Kicks and Tricks</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>305 Legacy Drive</b> <b>6</b> City, state, and ZIP code <b>Canton GA 30115</b> <b>7</b> List account number(s) here (optional)	<b>Requester's name and address (optional)</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
			-				-			
<b>or</b>										
<b>Employer identification number</b>										
8	4	-	4	0	9	5	9	3	1	

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person</b> 	<b>Date</b> <b>01/29/24</b>
------------------	--	--------------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**2025**  
**Cherokee County Occupation Tax Certificate**

This certifies that the business or individual listed below is hereby authorized to  
conduct business within the Unincorporated Areas of Cherokee County.

**LC20250000186**  
**Roman's Kicks and Tricks LLC**  
**305 Legacy Dr, Canton, GA 30115**

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

**OTC20250003759**

Issuance Number

611620

NAICS Code

Home  
Occupation

TYPE



*Sharon Griffith*

License Officer

**March 17, 2025**

Date Issued

Occupation tax is payable annually  
starting January 1

Date Due

FireRMS:

OccNum:



**2025 Occupation Tax Certificate**

Development Service Center  
1130 Bluffs Parkway  
Canton, GA 30114

Roman's Kicks and Tricks LLC  
305 Legacy Dr  
Canton, GA 30115





**K&K Insurance Group, Inc.**  
**1712 Magnavox Way**  
**Fort Wayne, IN 46804**  
**Phone 1-800-648-6406**  
**Fax 1-260-459-5940**  
**Claims 1-800-237-2917**

**Application Date : 11/20/2024**

## Final Summary

### Martial Arts Schools & Programs

#### Insured Information

Are you an insurance agent or broker? **No**

Named insured (as it should appear on the policy): **Roman's Kicks and Tricks**

Doing business as (DBA):

Contact first name: **Jessi**

Contact last name: **Roman**

Mailing address: **1540 Brookmere Way**

City: **Cumming** State: **Georgia** Zip: **30040**

Phone: **770-634-0602** Fax: Cell:

E-mail: **Romanskicksandtricks@gmail.com**

Website:

This is a renewal of coverage

#### Commercial General Liability

##### Eligibility

Selected operation(s):	Taekwondo
Coverage effective date(s):	11/20/2024 to 11/20/2025
In what state is the insured's business mailing address?	Georgia
Where is the insured's primary location or facility?	Georgia
Is the current carrier non-renewing coverage?	No
Have any liability claims been paid under the facility's insurance coverage in the last three years?	No
Does the facility have climbing devices?	No
Do you host or participate in any tournaments or competitions?	No
Is the square footage of your facility more than 3000 square feet?	No
Do you have activities that occur away from the facility/premises other than competitions, demonstrations, parades or fundraising activities?	No
Do you employ independent contractors?	Yes
Do you use weapons as part of your instruction?	No
Do you have open gym/studio time?	No
Do you utilize any inflatable devices?	No
Do you have any programs involving parkour, urban gymnastics, extreme tumbling, tricking, free-running and/or similar type of programs/activities?	No
If you suspect a participant has a concussion, do you have an action plan that includes:	
a. Immediately removing the participant from play or practice?	Yes
b. Keeping the participant out of play or practice until they provide written clearance from a licensed physician.	Yes

c. Confirming sports liability waivers (informed consent) from parents and/or players are secured. Yes

Do you maintain a system for your activities that includes communication (in written or electronic form) of education materials to participants, parents and coaches about the nature of risk of concussions, including but not limited to information such as: focusing on prevention and preparedness to keep athletes safe; understanding concussions and potential consequences of the injury; recognizing concussion symptoms and how to respond; and learning about steps for returning to play after a suspected concussion? Yes

Do you offer any activities or programs other than **martial arts** and/or those listed above? No

Do any of the following apply to this facility? No

The sport of boxing (contact/sparring); The sport of wrestling; Training programs for law enforcement, public safety and military personnel; Trampoline parks/facilities

#### Facility - Additional Information

##### Location #1

Street address: 1540 Brookmere Way  
City: Cumming State: Georgia Zip: 30040

##### Location #2

Street address: 2000 Holcomb Woods Pkwy,  
City: Roswell State: Georgia Zip: 30076

##### Location #3

Street address: 2765 Bethany Bend,  
City: Alpharetta State: Georgia Zip: 30004

##### Location #4

Street address: 11340 Woodstock Rd,  
City: roswell State: Georgia Zip: 30075

#### Coverage & Limits

Each Occurrence:	\$ 1,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
	(per owned location)
Products-completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability):	\$ 1,000,000
Medical Expense (other than participants):	\$ 5,000
Hired Auto and Employers' Nonownership Liability (not provided while in Hawaii):	\$ 1,000,000
Professional Liability:	\$ 1,000,000
Bodily Injury to Participants:	\$ 1,000,000
Medical Payments for Participants (excess) - \$250 per claim deductible applies:	\$ 150,000
Sexual Abuse or Sexual Molestation Liability:	\$ 1,000,000
Sexual Abuse or Sexual Molestation Liability Aggregate:	\$ 1,000,000

#### Premium

##### Martial Arts School Operations

60 Member(s)

\$ 1,247.40

##### Non-registered member activities

Yoga and/or exercise classes	None Reported
Basketball and/or volleyball	None Reported
Camps/clinics	None Reported
Exhibitions/demonstrations/seminars	None



(involving guest participation) | Reported

Total Non-registered member activities: None Reported \$ 0.00  
Birthday Parties: None Reported \$ 0.00

Commercial General Liability Premium: \$1,247.40

Additional Coverages

Hosted Tournament

Does the insured host any tournaments that involve participants that are not registered members of the martial arts school? No, Thank you

Sexual Abuse or Sexual Molestation Liability

Do you want to add this coverage to this quote? Yes

Does your organization...

Have employees? No

Have Volunteers/Independent Contractors? Yes

Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization? No

Are you aware of any occurrences that could lead to a claim? No

Do you, your organization or sanctioning/governing body have written procedures and training in place that include all the following?

- How to recognize the signs of abuse and molestation
- All known, alleged or suspected abuse incidents must be reported to law enforcement
- Procedures are provided or available to all paid and volunteer staff, and sanctioning/governing body members
- No one-on-one situations allowed without visibility by others
- A supervision plan to monitor all participants at the facility/event site that also prevents access to secluded areas such as closets, unsupervised rooms, etc.
- A policy regarding appropriate and inappropriate physical contact, verbal interaction and electronic communications with children during and outside of regularly scheduled business activities

Volunteers/Independent Contractors

Are written applications required? Yes

If yes, and if allowed by state and/or local law, do you include questions regarding past convictions involving physical violence or sex related offenses? Yes

If yes and applicant checks yes, do you reject the applicant? Yes

Are background checks provided by a third party vendor/service? Yes

Do you reject an applicant with any history of physical violence or sex related offenses? Yes

Sexual Abuse or Sexual Molestation Liability Premium \$150.00

Terms & Conditions:

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your Martial Arts Schools & Programs through the Martial Arts Schools & Programs RPG Insurance Program.

Total Commercial General Liability Premium: \$1,397.40

Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Acupuncture and acupressure; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games



or any device that is specifically designed for the training or instruction of the activity for which you are enrolled.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Cap on losses from certified acts of terrorism; Childcare/babysitting services; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable Diseases; Cyber incident, data compromise and violation of statutes related to personal data; Cryogenic chambers/therapy; Cycling (other than stationary); Employment-related practices; Fireworks; Fungi or bacteria; Gymnastic classes/programs (unless reported, approved and appropriate premium paid); Haunted attractions; Instruction/activity being held on or in open water (e.g. lakes, ponds, ocean); Lead; Massage therapy; Medical, therapy or health care services; Multi-passenger vehicles; Nuclear energy liability; Non-registered participants at events/tournaments hosted by the named insured; Parkour/free-running/tricking/urban gymnastics/extreme tumbling, or any similar type programs (unless reviewed, approved, and appropriate premium paid); Performers (injury or death to any performer or entertainer during any activity, event or exhibition including but not limited to any stunt, concert, show or theatrical event. This exclusion does not apply to participants in any activity, event or exhibition that are part of the designated operations for which you are enrolled); Rodeos; Saddle animals; Salon services or indoor tanning; Sexually transmitted diseases; Silica or silica-related dust; Snowmobiles; Sports/rehabilitation services/therapy; Swimming pools, saunas, steam rooms, jacuzzis, hot tubs, whirlpools or spas (unless reviewed, approved and appropriate premium paid); The sale or distribution of herbal, medicinal and/or nutritional products; Total pollution with a building heating, cooling and dehumidifying equipment exception and hostile fire exception; Tournaments or competitions involving the following styles: Muay Thai/Thai Boxing, Kali/escrima, Savate, Sayoc kali, Dim mak, Haganah, full contact and submission mixed martial arts, including but not limited to: cage events, extreme fighting and ultimate fighting; Transportation of athletes/participants; Unmanned aircraft; Use of projectile weapons including, but not limited to firearms and tasers, and defense sprays; Use of sharpened/bladed weapons; Climbing walls exceeding ten (10) feet with no safety harness system, unless reported/approved by us; Those operations listed as ineligible: Boxing (contact/sparring); CrossFit Affiliate Owners and/or CrossFit programs/activities, Training programs for law enforcement, military or public safety personnel; Trampoline parks/facilities, Wrestling.

#### Terms & Conditions:

1. Premiums are 20% fully earned when coverage begins and non-refundable. Premium for Sexual Abuse/Sexual Molestation coverage, if purchased, is 100% earned.
2. Any exposure changes that deviate from the original enrollment form must be reported in writing.
3. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K reserves the right to decline any request for coverage.
4. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the company or their representative.
5. Coverage will not extend to non-registered member activities offered by the insured unless they are reported. Non-registered member activities are those that are not part of the normal martial arts instruction operations, are available to non-registered participants of the school, and/or require members to pay a separate registration or enrollment fee to participate. Coverage for non-registered member activities & Birthday parties are not available on a stand-alone basis. The same coverages and limits would apply to these activities as purchased for your school or organization.
6. Commercial General Liability Broadening Endorsement:
  - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
  - Non-owned Watercraft - extended to 58 feet.
  - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
  - Waiver of Right of Recovery.
  - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
  - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
  - Additional Coverage:
    - Emergency Real Estate Consultant Fee - \$25,000
    - Identity Theft Exposure - \$25,000
    - Key Individual Replacement Cost - \$50,000
    - Lease Cancellation Moving Expense - \$2,500
    - Temporary Meeting Space - \$25,000
    - Terrorism Travel Reimbursement - \$25,000
    - Workplace Violence Counseling - \$25,000
7. Note: In CA and NY, Inland Marine (equipment & contents) coverage is not currently available for purchase through our online process. If you would like to request a quotation, please complete and submit the Inland Marine Quote Request Form found under Application & Printable documents, and we will attempt to provide a proposal, subject to guidelines/availability with one of our carrier partners. For all other states, if inland marine (equipment & contents) coverage is desired, please make sure the appropriate section has been completed online and appears in this summary.

#### Equipment & Contents (Inland Marine) (This is a separate coverage document)

##### Eligibility

Does the insured have leased/owned equipment that they want to insure?

No, Thank you



### Additional Certificate Request

Do you need to request any additional Certificate(s) of Insurance to present to a third party? ☐ Yes ☒ No

### Warranty & Disclosure

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

### Compensation and Other Disclosure Information

K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers and any funds paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. In addition to retail commissions, K&K and its affiliates may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, wholesale commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against a fee or any other compensation earned hereunder.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any

K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon plc, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for more information.

#### Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this on-line transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or on-line registration process shall be requested by me by logging onto this website, or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I may obtain a paper copy of any electronic record provided pursuant to this transaction or any subsequent transaction involving my coverage, either by printing a copy for my records or by mailing a written request by to the address provided in paragraph 4 hereof.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time, by mailing a written request to the address provided in paragraph 4 hereof.
8. Information relating to this transaction shall be maintained private and confidential and subject to the terms of our privacy statement, a copy of which is provided here [Privacy Policy](#)

☒ I have agreed to all of the above terms

Name of the person completing this form:

First name: **Jessi**

Last name: **Roman**

Relationship to insured: **Owner**

#### Premium Summary

<b>Commercial General Liability:</b>	<b>\$ 1,247.40</b>
Hosted Tournament:	<b>Not Covered</b>
Sexual Abuse or Sexual Molestation Liability:	<b>\$ 150.00</b>
<b>Total Commercial General Liability:</b>	<b>\$ 1,397.40</b>
<b>Total Equipment &amp; Contents (Inland Marine):</b>	<b>Not Covered</b>
<b>Total Premium:</b>	<b>\$ 1,397.40</b>
<b>RPG Administration Fee</b>	<b>\$15.00</b>
<b>Total Amount Due</b>	<b>\$1,412.40</b>



**\* Premium subject to change if not completing purchase same day as quoting \***

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online.

You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience.

An RPG administration fee may be charged.

### **Fair Credit Report Act Notice**

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

### **Fraud Warning**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD only.

**Applicable in CA:** For your protection, California law requires that you be advised of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME only.

**Applicable in MN:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be



violating state law.

**Applicable in VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Applicable in all other states:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> MM - Martial Arts School	
	<b>PHONE</b> (A/C, No, Ext): 1-800-648-6406	<b>FAX</b> (A/C, No): 1-260-459-5940
<b>INSURED</b> Roman's Kicks and Tricks 1540 Brookmere Way Cumming, GA 30040 A Member of the Sports, Leisure & Entertainment RPG	<b>E-MAIL:</b> info@martialartsinsurance-kk.com	
	<b>ADDRESS:</b>	
	<b>PRODUCER</b>	
	<b>CUSTOMER ID:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Markel Insurance Company 38970	
	<b>INSURER B:</b>	
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** W02943228**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		M1MAS0000000280400	11/20/2024 7:20 AM EDT	11/20/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 BODILY INJURY TO PARTICIPANTS \$1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII			M1MAS0000000280400	11/20/2024 7:20 AM EDT	11/20/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			M1MAS0000000280400	11/20/2024 7:20 AM EDT	11/20/2025 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$150,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Sexual Abuse or Sexual Molestation Liability - \$1,000,000 each occurrence (included above)/\$1,000,000 aggregate (included above)

Location #1: 1540 Brookmere Way, Cumming, Georgia 30040

Martial Arts style(s): Taekwondo

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

**CERTIFICATE HOLDER**City Of Milton  
2006 Heritage Walk,  
Milton, GA 30004  
(Owner/Lessor of Premises)**CANCELLATION****SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

## SCHEDULE

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.