

STATE OF GEORGIA  
DEKALB COUNTY

A CONTRACT AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY  
OF STONE MOUNTAIN, GEORGIA AND MAIN STREET STONE MOUNTAIN, INC. FOR THE  
PRODUCTION AND MANAGEMENT OF THE DDA CONCERT SERIES KNOWN AS TUNES  
BY THE TRACKS

This Agreement is made this 11th day of December, 2023, between the DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN, GEORGIA (DDA), a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia, with a principal place of business at 875 Main Street, Stone Mountain, Georgia, 30083, and MAIN STREET STONE MOUNTAIN, INC. (MSSM), with a principal place of business at 5495 East Mountain Street, Stone Mountain, Georgia, 30083.

MSSM agrees to produce and oversee, on behalf of the DDA, seventeen musical concerts at no charge to the general public that will promote local artists and draw people to the downtown business district in the City of Stone Mountain, Georgia.

Spring Dates	Fall Dates
05/04/2024	09/06/2024
05/10/2024	09/13/2024
05/17/2024	09/20/2024
05/24/2024	09/27/2024
05/31/2024	10/04/2024
06/07/2024	10/11/2024
06/14/2024	10/18/2024
06/21/2024	10/25/2024

1. MSSM will obtain permits from the City of Stone Mountain, on behalf of the DDA, to hold the concerts at the municipal parking lot located at 922 Main Street - or, if due to incimate weather, the East Mountain Street rain venue - from 2:00 PM to 10:30 PM for setup and take down. Take down may be extended by 30 minutes if weather or other circumstances delay the scheduled finish time of the concert at 9:00 PM.

2. MSSM will curate the series and contract with the musical acts appearing at the concerts.
3. MSSM will organize and conduct concerts, on behalf of the DDA, on the above listed Spring and Fall dates: from 2:00 PM to 7:00 PM for setup, 7:00 PM to 9:00 PM for the concert and 9:00 PM to 10:00 PM for take down.
4. MSSM will obtain, on behalf of the DDA, relevant licenses from the City of Stone Mountain, as well as, recruit and schedule DDA community volunteers for the sale of non-alcoholic and alcoholic beverages at the concerts.
5. MSSM will certify, on behalf of the DDA and City, that all volunteers serving beverages are 21 years old or older and instruct volunteers that all people who want to purchase or consume alcohol to show proper ID confirming they are 21 years old or older before serving. MSSM will instruct and confirm that volunteers are well versed in the monitoring of drinkers, how to properly identify someone who is intoxicated and techniques to cease serving alcohol to a person who has - or appears to have- had too much to drink.
6. MSSM will recruit and schedule the needed DDA community volunteers and supervisors, as needed, for set up and take down of the concert event.
7. MSSM will provide one portable toilet at the concerts.
8. MSSM will provide, on behalf of the DDA, one POST certified police officer on duty for each concert date between the hours of 6:30 PM and 9:30 PM.
9. MSSM will file a report with the DDA of revenues and expenditures for the concert series no later than December 31, 2024 and allow at the request of the DDA an audit of financial records related to the concert series to be performed by the City's auditor at no expense to MSSM.

As consideration for the services to be performed, MSSM is entitled to a fee of Seven Thousand Five Hundred Dollars (\$7,500.00) payable in two installments. The first installment of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) will be due on or before April 30, 2024 and the second installment of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) will be due on or before July 31, 2024.

MSSM will make every effort to reschedule concerts that are canceled due to weather conditions, public safety emergencies or acts of God, including, but not limited to wind, rain, hail, lightning or fire. If a concert cannot be rescheduled and the performance agreement between MSSM and a musical act does not allow for refunds, then the DDA agrees that no refund to the DDA of compensation paid to MSSM will be required.

This Agreement shall commence on the date stated above and shall continue in effect through December 31, 2024. This contract may be terminated by mutual consent of the parties. This

Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include but are not limited to the rate of compensation.

Any notices to be given under this Agreement by either party shall be in writing and effected by certified mail with return receipt requested. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Mailed notices shall be addressed to the parties at the following addresses:

DDA of Stone Mountain  
875 Main Street  
Stone Mountain, GA 30083

Main Street Stone Mountain, Inc.  
P. O. Box 2406  
Stone Mountain, GA 30086

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

SIGNED FOR THE DDA OF STONE MOUNTAIN ON \_\_\_\_\_(DATE):

BY: \_\_\_\_\_ (SEAL)  
Carl Wright, Chairperson

ATTEST: \_\_\_\_\_  
Denise Phillips, Treasurer

SIGNED FOR MAIN STREET STONE MOUNTAIN, INC. ON \_\_\_\_\_(DATE):

BY: \_\_\_\_\_ (SEAL) ATTEST: \_\_\_\_\_  
Thom DeLoach, President Carmen Malizia, Secretary