

City of Stone Mountain Facility/Park Use Agreement



875 Main Street, Stone Mountain, Georgia 30083 | www.StoneMountainCity.org | 770-498-8984

This agreement, made this 26th day of February, 2026 by and between the City of Stone Mountain, Georgia (hereinafter called "City") and Donald Jones (hereinafter called "Lessee"):

In consideration of the mutual agreements contained herein, City and Lessee agree as follows:

The term of this agreement will begin (03/14/2026) and continue through (10/31/2026).

The facility/park will be used on the following days and times: (list exclusions, if applicable)

Days: Sundays Times: 8:00AM - 5:00PM

A new agreement must be signed annually. This agreement may be terminated by either party provided written notice is given thirty (30) days in advance.

City agrees to authorize Lessee the use of the facility/park as listed below for **(state reason)**.

The agreement includes the use of the following support and structures:

<input checked="" type="checkbox"/> Dugouts	<input checked="" type="checkbox"/> Lights	<input type="checkbox"/> Press-boxes	<input type="checkbox"/> Concession Stands
<input checked="" type="checkbox"/> Restrooms	<input checked="" type="checkbox"/> Bleachers	<input type="checkbox"/> Batting Cages	<input checked="" type="checkbox"/> Storage Buildings

(Please check facility or park being used)

Rock Gym (excluding the northeast corner office)

McCurdy Park

VFW Park

Medlock Park

Leila Mason Park

Lessee shall not sublease or allow any organization to use any part of the facilities covered by this agreement without prior approval from the city. Lessee agrees the facility/park will be used in a safe manner and in compliance with all applicable federal and state law, city ordinances, rules and regulations. Non-compliance shall result in immediate termination of this contract and forfeiture of all deposits and monies owed to the City by the terminated party. Additionally, non-compliance may result in additional fines in accordance with city codes, ordinances and policies.

Lessee shall not cause or permit damage or injury to the facility/park. Lessee shall make no alteration, addition, or improvements to the facility/park without City's prior written consent and any such alterations; additions or improvements shall become and remain City property.

No keys will be duplicated. Failure to abide by this rule will result in immediate termination of this contract and will cause the group to be ineligible for facility use for a period not less than 12 months from the infraction.

Failure of City to insist upon a strict performance of any term or condition of this agreement shall not be deemed a waiver of any right or remedy the City may have, and shall not be deemed a waiver of any subsequent breach of such term or condition. City may enter the facility/park at any time during the period of this agreement for such inspection or supervision as deemed necessary by the City Manager or City Manager's designee.

Facility Lessees shall communicate with the City Manager or City Manager's designee pertaining to scheduling, accountability for care of the facility/park, compliance with the terms of this agreement, and all other concerns relative to the use of facility/park. Lessee will not be allowed to operate or conduct regular activities after 10:00 p.m. unless approved by the City Manager or City Manager's designee.

City will require the Lessee to carry a one million dollar (\$1,000,000.00) comprehensive general liability insurance policy. The Lessee must sign the agreement and present a declarations page and endorsement page of the insurance policy listing City of Stone Mountain as an additional named insured prior to the Mayor and Council's review and approval.

Lessee agrees to pay \$ _____ for the term of this agreement payable **(upon execution or include a payment schedule)**.

Lessee will be responsible for policing litter each day. The City may fine or suspend play of any Lessee failing to do so. The Lessee is responsible for leaving the premises and parking lot(s) free of debris, utilities turned off, and buildings and fields secured at end of use. Any broken or inoperable equipment shall be reported to City Hall promptly.

The Lessee will be responsible for arranging security through the City of Stone Mountain Police Department which is required for the term of this agreement. The Lessee shall provide **(list how many officers required and on the days required)**. The hourly rate will be \$30.00 per man hour.

Lessee will be responsible for taking all precautions to prevent dust, noise such as PA system, etc., traffic, parking problems, which would be nuisance to residents around the facility/park. Lessee shall provide the City, names, addresses, and telephone numbers of all corporate officers, to be presented at the time of signing the facility agreement. Lessee shall advise City Hall of any change in ownership of Lessee thirty days in advance of the change in ownership.

By accepting this agreement, the Lessee agrees that any and all uses of the facility/park hereunder shall be on a non-discriminatory basis, and any discrimination against any person on any basis shall result in the immediate termination of this agreement and forfeiture of any fees paid by the Lessee to the City. If Lessee defaults on any obligation under this agreement or violates any term hereof, the City Manager or City Manager's designee may terminate this agreement.

It is expressly agreed and understood that Lessee releases the City, its agents and employees from any and all damage or injury to persons or property arising out of the performance of this agreement and that the Lessee shall indemnify the City against all damages, liabilities, expenses, and losses incurred by the City as a result of Lessee's performance of this agreement. Likewise, the City agrees to indemnify and hold Lessee harmless against damages, liabilities and losses incurred by Lessee as a result of the City's negligent performance of this agreement.

For the purposes of this agreement, any notices required to be sent to the parties hereof shall be mailed to the following:

Lessee: Donald Jones
5371 Chantry Way
Stone Mountain, GA 30083

City: **City of Stone Mountain**
875 Main Street
Stone Mountain, Georgia 30083

It is agreed between the City and the Lessee that this agreement shall be executed in an original and one copy. Lessee shall have the right to assign the interest it holds in this agreement only with the prior written approval of the City.

The parties agree that the laws of the State of Georgia shall govern this agreement.

The facility/park shall not be used for any purpose except for those herein designated, without the written consent of the City.

City of Stone Mountain

Attest:

Jelani Linder, Mayor

Shavala Ames, City Clerk

Lessee:

By:

Donald Jones
Signature

02/26/2020
Date

Donald Jones
Print Name

Coach
Title

770-568-7715
Phone Number

TheA1craup404@gmail.com
Email