



June 25, 2024

## Payment Schedule to the City of Stone Mountain, Georgia

Lessee: Roy Marshall acting for the Stone Mountain Pharaohs team agrees to pay the City of Stone Mountain \$1000.00 that shall be due no later than June 25, 2024.

The remaining payment of \$1000 shall be due in full no later than September 01, 2024.

Lessee: Roy Marshall  
Stone Mountain Pharaohs

By: Roy Marshall  
Signature

6/25/2024  
Date

Roy Marshall  
Print Name

CEO of Program  
Title

Phone Number



## City of Stone Mountain Facility/Park Use Agreement

This agreement, made this 25 day of 06, 2024 by and between the City of Stone Mountain, Georgia (hereinafter called "City") and Roy Marshall Stone Mountain Pharoahs (hereinafter called "Lessee")

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

The term of this agreement will begin (date) 06/25/2024 and continue through (date) 01/01/2025.

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

Days: Mondays Tuesdays Times: 6pm to 8pm  
wednesdays Thursdays 6pm to 8pm  
Saturdays 7AM to 8pm

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 type="checkbox"/> Dugouts	<input checked="" type="checkbox"/> Lights	<input checked="" type="checkbox"/> Press-boxes	<input checked="" 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)

☐ 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.





## City of Stone Mountain Facility/Park Use Agreement

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 \$ 2,000 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 \$60.00 per man hour (4 hour minimum per day).

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.



## City of Stone Mountain Facility/Park Use 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: Roy Marshall  
Stone Mountain Pharaohs

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

Dr. Beverly Jones, Mayor

Shawn Edmondson, City Clerk

Lessee:

By:

Roy Marshall  
Signature

06/25/2024  
Date

Roy Marshall  
Print Name

CEO of Program  
Title

[REDACTED]  
Phone Number





