

STATE OF GEORGIA
DEKALB COUNTY

A CONTRACT AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF
STONE MOUNTAIN, GEORGIA AND BUNDOS ENTERTAINMENT COMPANY FOR THE
PRODUCTON AND MANAGEMENT OF THE EVENT KNOWN AS THE MARDI GRAS DANCE,
UMBRELLA PARADE AND FESTIVAL.

This agreement is made this ____ day of January, 2025 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 BUNDOS ENTERTAINMENT COMPANY (BEC”) with a
principal place of business at 1291 Silver Hill Road, Stone Mountain, Georgia 30087.

BEC agrees to produce for the DDA a Mardi Gras Parade, Arts, Crafts and Music Festival event (the
“Event” on Saturday March 1, 2025. The purpose of the Event is to promote the downtown business
district in the City of Stone Mountain, Georgia by drawing people to the City and surrounding
communities with several enjoyable activities.

1. BEC will obtain a special use permit from the City of Stone Mountain for the use of the
Lawn located at 5326 Manor Drive, Stone Mountain, Georgia (the “Lawn”) from 11:00 AM
up to 9:00 PM (the Event Hours”) for the parade, live music and vendors, including food,
drinks, arts, crafts and merchandise. This time frame including set-up, break-down and
clean-up is 6:00 am to 11:00 pm (the “Set-Up” time).
2. BEC will obtain a parade permit from the City of Stone Mountain for a route originating in
the downtown business district and ending at the Lawn 5326 Manor Drive, Stone Mountain,
Georgia.
3. BEC will contract for entertainment appearing at the Event.
4. BEC will apply for licenses from the City of Stone Mountain and the state of Georgia for the
sale of alcoholic beverages at the Event, if applicable, and an apply for an open container
district.
5. BEC will provide three portable toilets for the Event.
6. BEC will provide POST certified police officers on duty during the Event Hours.
7. BEC will file a report with the DDA of revenues and expenditures for the event no later than
July 31, 2025 and allow, at the request of the DDA, an audit, at no expense to BEC, by the
City’s auditor of financial records related to the event.
8. All contributions designated for the Mardi Gras Event will be restricted to use for that Event.
9. BEC will apply for sign permits from the City of Stone Mountain for banners located on City
right of way at the intersection of Mimosa Street and Main Street, the City right of way at
6803 JBR Memorial and the intersection of East Ponce de Leon Avenue and Silver Hill Road.

As consideration for the services to be performed, the DDA will remit to BEC a fee of \$2,000 (the “Pre-
funded Amount”) on or before January ____, 2025 for costs and deposits related to the seven items listed
below. Any unused portion of this fee will be refunded to the DDA.

Consideration also includes but is not limited to funding the items below for the following estimated costs, subject to budget approval and not to exceed consideration of \$10,000 in total (including the Pre-funded Amount).

1. One thousand and three hundred dollars (\$1,300.00) for a Stage
2. Five hundred dollars (\$500.00) for liability insurance.
3. Two Thousand and five hundred dollars (\$2,500.00) for Public Safety personnel.
4. One thousand and one hundred dollars (\$1,100.00) for Kid's Activities (eg.- train, bouncy house, etc.)
5. One Thousand and eight hundred dollars (\$1,800.00) for Sound
6. Three hundred dollars (\$300.00) for sanitation.
7. Two Thousand and five hundred dollars (2,500) for Entertainment

BEC will invoice the DDA for the seven items listed as additional consideration with payment due no later than ten days from the date of the invoice.

The DDA also agrees:

1. To include the Event on the list of events covered by its insurer.
2. To post the Event on its website and social media platforms.
3. Include the Event under the licensing agreements with BMI and ASCAP.
4. To the use by BEC of the DDA logo on literature and promotional materials for the Event.
5. To provide up to ten hours of assistance from the Public Works Department through the DDA contract with the City.

The DDA and BEC agree that the event could be cancelled due to weather conditions, public safety, health emergencies, or acts of God, including, but not limited to wind, rain, hail, lightning, or fire.

This agreement shall commence on the date first written above and shall continue in effect through April 30, 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

BUNDOS ENTERTAINMENT COMPANY
1291 Silver Hill Road
Stone Mountain, GA 30087

This Agreement shall be governed by, 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)

ATTEST: _____
Name:
Title:

By: _____
Name:
Title:

SIGNED FOR BUNDOS ENTERTAINMENT COMPANY ON _____ (DATE)

BY: _____
Name: Tony Harper
Title: President

ATTEST: _____
Name: Carmen Malizia
Title: Secretary