

AGREEMENT WITH BUNDOS ENTERTAINMENT COMPANY

THIS AGREEMENT is effective as of this ___ day of ____ 2026, by and between the CITY OF STONE MOUNTAIN, a municipal corporation of the State of Georgia (the "City"), and BUNDOS ENTERTAINMENT COMPANY, a domestic nonprofit corporation incorporated and existing under the laws of the State of Georgia ("BEC" / the Contractor).

WITNESSETH THAT

WHEREAS, City desires to retain Contractor to provide certain services generally described as event organizer/event consulting services for 2026 Mardi Gras City event.

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the tasks contemplated in the Scope of Project section (the "Work") in Request for Proposal for event consulting services under this Agreement;

WHEREAS, Contractor has represented that it is qualified by training experience to perform the Work;

WHEREAS, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, in consideration of Contractor's performance and completion of the Work, the selected Event Consultant ("Consultant") shall serve as the primary planner and organizer of the City's Mardi Gras event. The Consultant shall be responsible for providing professional consulting, coordination, and event management services in accordance with the Request for Proposals (RFP) issued by the City on January 22, 2026.

• **City Responsibilities.** The City shall be responsible for municipal support services related to the event, limited solely to Police services and Public Works services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Stone Mountain and BEC agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated as terms of this Agreement.

2. **Consultant Compensation:** The City shall not provide direct financial compensation to the Consultant for services rendered. The Consultant shall be responsible for promoting the event as an official City-sponsored event, securing sponsorships, and coordinating and managing vendors. The

Consultant shall retain all revenues generated from sponsorships and vendor fees as full and sole compensation for consulting, organizing, and event management services, subject to the terms and conditions of this Professional Services Agreement.

3. **Representations and Warranties of BEC.** BEC represents and warrants as follows:

- a. BEC shall possess, at all times during the term of this Agreement, a valid business license issued by the City of Stone Mountain and shall remain in good standing as of the date of the Mardi Gras event.
- b. BEC represents that it is duly organized, validly existing, and in good standing under the laws of the State of Georgia and is authorized to conduct business within the State of Georgia.
- c. BEC is a domestic nonprofit corporation incorporated and existing under the laws of the State of Georgia, which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and qualified to do business in the State of Georgia as of the date of the Festival Event;
- d. BEC shall serve as the primary planner, organizer, and Event Consultant for the City of Stone Mountain Mardi Gras event ("Event"), which shall be officially branded and promoted as a City of Stone Mountain event.
- e. BEC shall provide professional consulting, coordination, planning, and event management services in accordance with the Request for Proposals (RFP) issued by the City on January 22, 2026, which is incorporated herein by reference.
- f. BEC shall be responsible for all services, permissions, infrastructure, rentals, and personnel to produce the Festival Event.
- g. The Festival Event shall occur on Saturday, February 7th, 2026 during the Event Time: 12pm to 5pm (EST) within the downtown commercial district of the City within the jurisdiction of the City;
- h. The Festival Event shall be a free, family-friendly event, open to the public to attend and participate. The Festival Event shall include, at a minimum, a parade originating in the City's downtown commercial district and terminating at the intersection of 3rd Street and Manor drive, with vendors along the parade route and additional vendors located along Manor Drive between Main Street and Third Street. The Event shall also include food and beverage vendors, including alcoholic beverages as permitted by law; arts, crafts, merchandise, and retail vendors; staged and amplified live band and other musical performances on Main Street; and family-friendly and children's activities.
- i. (Subject to section 7 of this agreement, that the City shall be responsible for covering the cost for public works and public safety expenses) , BEC shall be responsible for all costs and expenses associated with production of the Festival Event;
- j. BEC shall indemnify, hold harmless, and defend the City of Stone Mountain against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs, and expenses arising out

of or related to (i) any personal or bodily injury (including death) or property damage caused by a negligent, willful, or unlawful act or omission by a participant, attendee, staff, volunteer, or performer of the Festival Event or breach of this Agreement; (ii) any third-party claims relating to the Festival Event, advertising, product liability claims, or infringement of any trademark, copyright, patent, trade secrets or nonproprietary right of a third party (including without limitation, defamation, libel, or violation of privacy or publicity), excluding any such arising out of or relating to the City's own negligent acts or omissions, willful misconduct, breach, or infringement; and,

5. **Force Majeure.** Notwithstanding anything to the contrary herein, BEC shall not be in default under this Agreement if the Festival Event is hindered, delayed, or made impossible by an outbreak of disease, epidemic, pandemic, quarantines, act of government, state of emergency, protest, steady rainfall in the Festival Event area for two or more hours; Any rain accompanied by thunder and lightning. In such case, the hinderance, delay, or impossibility must be beyond the control and without the fault or negligence of BEC. All parties agree that this clause shall serve to suspend, but not excuse, the parties from the performance of their obligations pursuant to this Agreement, and that full performance shall occur as soon as practicable after the force majeure circumstance is no longer present. Both parties hereby waive any claim for damages or compensation for such force majeure circumstance. In the case of cancellation of the Festival Event due to a force majeure event, the parties agree to negotiate a date to reschedule the Festival Event if practicable and desired. If the Festival Event cannot or is not rescheduled within thirty (30) days of the originally scheduled date for the Festival Event, this Agreement shall be void and shall have no effect to bind either party.

6. **Notices.** All notices to be sent hereunder shall be sent by Certified Mail, Return Receipt Requested, or shall be personally delivered to the respective parties, or shall be delivered by recognized overnight delivery service (such as Federal Express), or by e-mail or other electronic means, at the following addresses, or to such other address as a party may specify by duly given notice:

If to BEC:

Bundos Entertainment Company
1291 Silver Hill Road
Stone Mountain, Georgia 30087
Email:

If to the City of Stone Mountain:

City of Stone Mountain, Georgia
Attn: Maggie Dimov, Interim City Manager
875 Main Street
Stone Mountain, Georgia 30083
Email: mdimov@stonemountaincity.org

7. **City Responsibilities.** The City of Stone Mountain ("City") shall recognize Mardi Gras as an official City of Stone Mountain special event and shall enter into a professional services agreement with only BEC for planning and execution of the Event. The City's responsibilities are limited to those expressly stated herein and shall not be construed to create any additional financial or operational obligations.

The City shall be responsible for providing event-related municipal support services, limited to the following:

- Police services;
- Public Works services.

In addition, the City shall waive applicable City permit and application fees directly related to the Event, support promotion of the Event through City communication channels (subject to availability and City policy), and shall obtain and include Mardi Gras under the City's insurance policy, subject to applicable

terms, conditions, limitations, and exclusions of such coverage.

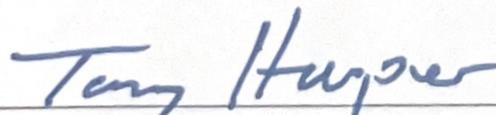
9. Miscellaneous.

- a. BEC may not assign any of BEC's rights under this Agreement.
- b. The City and BEC hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the City and BEC, and that no third-party beneficiaries are intended or created by this Agreement.
- c. This Agreement shall be governed by the laws of the State of Georgia and venue for any dispute shall lie exclusively in the Superior Court of DeKalb County, Georgia.
- d. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
- e. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- f. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- g. No act of forbearance or failure to insist on the prompt performance by BEC of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights under this Agreement or applicable law.
- h. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by digital signature or e-mail as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

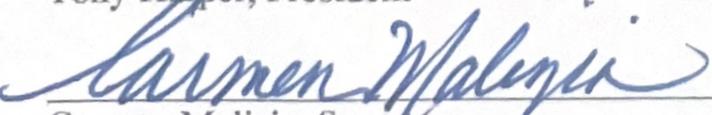
BUNDOS ENTERTAINMENT COMPANY:

CITY OF STONE MOUNTAIN:



Tony Harper, President

Jelani Linder, Mayor



Carmen Malizia, Secretary