

**INTERGOVERNMENTAL CONTRACT**  
**(Town of Thunderbolt)**

This Intergovernmental Contract, dated as of this \_ day of January, 2026 (this "Contract"), between the **SAVANNAH-GEORGIA CONVENTION CENTER AUTHORITY**, a public corporation and an instrumentality of the State of Georgia, created under the laws of the State of Georgia (the "Authority"), and the **TOWN OF THUNDERBOLT**, a municipal corporation and a political subdivision of the State of Georgia (the "City");

**WITNESSETH:**

**WHEREAS**, the Authority has been created pursuant to an act of the Georgia General Assembly, Georgia Laws 1995, page 4499, et seq. and amended in 2019 through House Bill 525 (the "Act") as a public corporation and an instrumentality of the State of Georgia for the purpose of developing and promoting for the public good, and the State of Georgia, a site for conventions, trade shows, and other tourism and to facilitate economic growth and other matters of economic development, growth, and commerce, and in an effort to better the general condition of the people of this state; and

**WHEREAS**, under the Act, the Authority is authorized to acquire, construct, erect, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage "projects," which shall be deemed to mean and include buildings and facilities to be used for trade shows, conferences, amusements or educational purposes and for fairs, expositions, exhibitions or marketing in connection therewith; and

**WHEREAS**, under the Act, the cost of the acquisition, construction and equipping of any such project may be paid from funds of the Authority, the City of Savannah or Chatham County, Georgia (the "County"), political subdivisions located within the County, and from any grant of funds from the State of Georgia, its departments, agencies or authorities or from the United States or any agency or instrumentality thereof; and

**WHEREAS**, under the Act, the Authority is further authorized to enter into contracts and leases with the State or any political subdivision thereof and any and all persons, firms and corporations, and to execute all instruments necessary or convenient, including contracts for the acquisition and construction of projects and leases of projects or contracts with respect to the use and management of projects which it causes to be erected or acquired; and

**WHEREAS**, under the Act, the Authority is further authorized to acquire and construct any project on any lands the title to which shall then be in the County, the City or any other municipality in the County, and the governing authority or body of the County, the City or any of the said other municipalities is authorized to convey title to such lands to the Authority upon the receipt of such lawful consideration as may be determined by the parties to such conveyance; and

**WHEREAS**, after careful study and investigation, the City and the Authority have determined that the operation of a the Savannah Convention Center (the "Convention Center") together with related buildings and facilities useful or desirable 'in connection therewith for the use and benefit of the residents of the County, the City, the coastal area of Georgia and the State is in the best interests of said entities; and

**WHFREAS**, pursuant to O.C.G.A. § 48-13-51(a) (3.2), the County (within the territorial limits of the special district located within the County), the City and the other municipalities within the County, are authorized to levy and collect within the boundaries of said special district of 'the County and within the boundaries of said municipalities, respectively, an excise tax upon the furnishing for value of public accommodations at the rate of six percent of the charge to the public for such furnishing (the "Hotel/Motel Tax"); and

**WHEREAS**, pursuant to O.C.G.A. § 48-13-51(a) (3.2), the County or a municipality levying the Hotel/Motel Tax shall expend in each fiscal year during which the Hotel/Motel Tax is collected an amount equal to 16-2/3 percent of the Hotel/Motel Tax for the purpose of either marketing or operating trade and convention facilities (hereinafter referred to as the "Convention Center Tax"). Pursuant to O.C.G.A. § 48-13-51(a) (3.2), marketing and operating expenditures may include a pre-opening marketing program for such a facility and an escrow account accrued prior to opening such facility to cover operating expenses to be incurred after the opening of such a facility; and

**WHEREAS**, the City, pursuant to an ordinance duly adopted, has levied the Hotel/Motel Tax at the rate of six percent and has authorized the expenditure of the Convention Center Tax in accordance with the provisions of O.C.G.A. § 48-13-51(a) (3.2) as set forth above; and

**WHEREAS**, the City wishes to enter into this Contract with the Authority for the purpose of providing for the operation and management of the Convention Center by the Authority, with the Convention Center Tax collected by the City to be paid to the Authority by the City in consideration for such operation and management;

**NOW, THEREFORE**, in order to provide for the terms and conditions of operation and management of the Convention Center upon completion of the same, the City and the Authority agree as follows:

**ARTICLE I**  
**ACQUISITION AND CONSTRUCTION OF CONVENTION CENTER;**  
**OPERATION; TERM; TAX PAYMENTS**

**Section 1.1 Acquisition and Construction of the Convention Center.** Pursuant to an intergovernmental lease agreement, as amended, (the "Lease"), dated as of December 20, 1996, between the County and the Authority, the County acquired, constructed and equipped the Convention Center and has leased the Convention Center to the Authority in consideration for the Authority's agreement to operate, manage and maintain the Convention Center, pursuant to and in accordance with the terms of the Lease.

**Section 1.2 Marketing, Operation and Management of the Convention Center.** The Authority hereby agrees as follows: (a) upon execution of this Contract, to undertake the pre-marketing responsibilities for the Convention Center, including, as necessary, the hiring of personnel and/or contracting with others for the purpose of providing the required pre-opening promotion of the Convention Center and other pre-opening services; and (b) from and after the Completion Date and during the remaining term of the Lease, to operate, manage and maintain the Convention Center for the purpose of developing and promoting for the public good, the growth of the State's import and export markets and facilitating economic growth, public welfare, education and recreation. The Convention Center shall be used for trade shows, conferences, amusements or educational purposes and for fairs, expositions, exhibitions or marketing in connection therewith, all for the use and benefit of the residents of the County, the City, the coastal area of Georgia and the State. The Authority hereby agrees to operate, manage and maintain the Convention Center in consideration of the payments to be received from the City as set forth in Section 1.4 hereof and in accordance with the provisions of this Contract. From said payments, from revenues to be received from the County and any other municipalities within the County which levy the Hotel/Motel Tax and contract with the Authority for payment of the Convention Center Tax to the Authority, and from operating revenues of the Convention Center, the Authority shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Convention Center, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation and management of the Convention Center, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, legal fees, audit fees, any incidental expenses of the Authority and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Convention Center in accordance with sound business practice.

**Section 1.3 Effective Date; Duration of Term.** This Contract shall be effective as of the date hereof and shall expire on the earlier of December 31, 2052, or the date on which, following its completion, the Convention Center will no longer be operated for the purposes authorized by the Act. This Contract may be renewed prior to its expiration by agreement of the parties hereto.

**Section 1.4 Convention Center Tax Payments.** Upon execution of this Contract, the City agrees to pay to the Authority all of the Convention Center Tax by the 20th day of each calendar month, with the first payment beginning in the month of February 2026 for taxes collected the preceding month. The City may make the Convention Center Tax payments required hereunder from any lawfully available funds and may make additional payments from time to time as determined in the sole discretion of the City, which it deems to be necessary or desirable in connection with the Convention Center.

**Section 1.5 No Impairment of Tax.** Unless the City eliminates all hotel motel taxes by not having any Short Term Rentals or hotels or motels in the City, during the term of this Contract, City shall neither cease to levy and collect, nor reduce the rate of, the Hotel/Motel Tax in any manner that will impair the payments to be made to the Authority pursuant to Section 1.4 hereof.

**Section 1.6 Enforcement of Obligations.** The obligation of the City to make the Convention Center Tax payments under Section 1.4 may be enforced by the Authority by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

**ARTICLE II  
SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY**

The Authority hereby covenants and agrees with the City as follows:

**Section 2.1 Annual Report.** The Authority shall prepare and submit to the City and the Chatham County delegation of the Georgia General Assembly an annual report at the end of each fiscal year or calendar year of the Authority outlining the work of the Authority, shall provide for an annual independent audit of income and expenditure and shall furnish a copy of the same to each such body.

**Section 2.2 Financial Information.** The Authority shall furnish to the City, upon request, any monthly financial statements prepared by the Authority's staff for presentation to the Authority. If requested, the Authority will furnish to the City unaudited monthly financial statements showing income and expenses of the Authority in reasonable detail.

**Section 2.3 Books and Records.** The Authority covenants that it will keep accurate records and accounts of all items of cost and expenditure relating to the Convention Center and all revenues collected and the application thereof. The City and its agents, accountants, attorneys, engineers, experts and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of the Authority, or in the Authority's possession, relating to the Convention Center.

**Section 2.4 Access to the Project.** The Authority agrees that the City and its duly authorized agents, accountants, attorneys, engineers, experts and representatives shall have the right to inspect the Convention Center at all reasonable times and on reasonable notice.

**ARTICLE III  
SPECIAL COVENANTS OF THE CITY**

The City covenants and agrees with the Authority as follows:

**Section 3.1 Collection of Taxes.** The City shall levy and collect the Hotel/Motel Tax at a rate of six percent and, from the proceeds thereof, make the Convention Center Tax payments required as set forth herein for and during the term of this Contract.

**Section 3.2 Records Regarding Tax Payments.** The City shall furnish the Authority with a monthly written statement, on or before the date the Convention Center Tax payments are due, of the amount of each Convention Center Tax payment to be made by the City. Upon the request of the Authority, the City shall furnish to the Authority copies of all books and

records of the City pertaining to the levy and collection of the Hotel/Motel Tax and related Convention Center Tax payments.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1 Independent Contractor.** In performing this Contract, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities contemplated herein, except as may be otherwise expressly provided.

**Section 4.2 Limited Liability.** The financial liability of the Authority for failure to perform any of its obligations under this Contract shall be limited to the Authority's interest in the Convention Center and in the revenues of the Trade Center. The financial liability of the City for failure to perform any of its obligations under this Contract shall be limited to the interest of the City in the Convention Center Tax.

**Section 4.3 No Interest for County.** By virtue of this Contract, except as otherwise set forth herein, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the operation and management of the Convention Center, or (ii) the operating revenues of the Convention Center.

**Section 4.4 No Third Party Beneficiaries.** Nothing in this Contract is intended or shall be deemed to confer any interest in this Contract or benefit to persons not parties hereto. No obligation imposed on any party under this Contract is imposed for the benefit or with the intent to permit enforcement by anyone who is not a party to this Contract.

**Section 4.5 Entire Agreement; Amendments.** This Contract contains the entire agreement of the City and the Authority relating to the matters covered by this Contract. No representation, promise or understanding has been made, and no collateral agreement, stipulation or undertaking exists, which will have any force and effect with respect to the matters covered by this Contract except as set forth herein. No amendment, modification, release, discharge or waiver of the provisions of this Contract shall be of any force, value or effect unless it is in writing and is duly authorized and executed by the Authority and the City.

**Section 4.6 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the parties hereto at the following addresses or such other address designated by such party in writing:

If to the Authority:

Savannah Convention Center,  
P.O. Box 14111,  
Savannah, Georgia. 31416  
Attn: General Manager

If to the City:

Town of Thunderbolt  
2821 River Drive  
Thunderbolt, GA 31404  
Attention: Mayor

**Section 4.7 Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

**Section 4.8 Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 4.9 Execution Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.10 Captions.** The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

**Section 4.11 Law Governing Contract.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**IN WITNESS WHEREOF,** the Authority and the City have caused this Intergovernmental Contract to be executed by their duly authorized officers in their respective corporate names and their respective corporate seals to be hereunto affixed and attested, all as of the date first above written.

**SAVANNAHGEORGIA CONVENTION CENTER AUTHORITY**

{Original Seal}

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

**TOWN OF THUNDERBOLT**

{Original Seal}

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk