

STATE OF GEORGIA

TOWN OF TYRONE

NIGHT MARKET EVENT AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2026 by and between The Downtown Development Authority of Tyrone (hereinafter referred to as the Authority), the Town of Tyrone, Georgia (hereinafter referred to as the Town), and Night Market, LLC. (hereinafter referred to as Night Market), a domestic limited liability company organized and operating in the state of Georgia.

WHEREAS, the Town and the Authority are interested in providing a forum for community interaction in a safe, family-friendly environment; and

WHEREAS, the Town and the Authority are interested in promoting economic development in Tyrone and activating the downtown area; and

WHEREAS, the Town and the Authority are interested in promoting local business; and

WHEREAS, Night Market has expressed a desire to coordinate an event that would provide opportunity to support each of these interests; and

WHEREAS, Town property known as Shamrock Park has been identified as appropriate for hosting such an event.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Duties and Costs

- A. Night Market shall serve as the operational producer of the Night Market Event to be held on **September 18th, 2026** between the hours of 5:00. P.M. and 10:00 P.M. at Shamrock Park in Tyrone, Georgia, hereinafter referred to as the “Event.” Night Market duties are specifically enumerated as follows:
 - 1. Night Market shall be the production manager and designer for the Event and shall be responsible for the costs thereof;
 - 2. Night Market shall promote and market the Event at its own expense;
 - 3. Night Market shall provide sponsorship activation coordination through Octavia Samuels;

4. Night Market shall, at its own expense, recruit, select, and secure/contract with all musical talent, hereinafter referred to as Act(s), programed to appear/perform at the Event;
5. Night Market shall, at its own expense, recruit, select and secure/contract with all vendors programmed to display and offer wares for sale at the Event, hereinafter referred to as "Vendors";
6. Night Market shall, at its own expense, recruit, select and secure/contract with all food and beverage vendors programmed to operate at the Event to prepare and sale food and beverage (including alcoholic beverages), hereinafter referred to as "Food Vendors";
7. Night Market shall, at its own expense, coordinate, recruit, select and secure/contract with all food truck operators programed to operate at the Event, hereinafter referred to as "Food Trucks";
8. Night Market staff shall be present on site at all times to manage all Vendors, Food Vendors, Food Trucks and Acts commencing at set-up and running through breakdown and departure from Event grounds. This presence will begin at nine AM (9:00 A.M.), the date of the Event and run through the break-down and clean-up of the last vendor, at approximately midnight on the night of the Event (12:00A.M.);
9. Night Market shall provide, at its own expense, all staffing necessary to support the Event;
10. Night Market shall provide, at its own expense, all stage and entertainment production needed to support the Event;
11. Night Market shall be responsible for ensuring that each Act, Vender, Food Vender and/or Food Truck has secured all required licensing and permitting by all relevant oversight agencies or governments, including alcoholic beverage permitting, whether state or local, prior to authorizing the operation of any Act, Vender, Food Vender and/or Food Truck at the Event, by requiring all Acts, Venders, Food Venders and/or Food Trucks to provide evidence of all required licensing and permitting.. This evidence of the proper licensing and permitting will be provided to Town, by Night Market, at least 48 hours prior to the Event;
12. Night Market shall be responsible for ensuring that each Act, Vender, Food Vender and/or Food Truck has secured worker's compensation and commercial general liability insurance coverage for the Event prior to authorizing the operation of any Act, Vender, Food Vender and/or Food Truck at the Event by requiring all Acts, Venders, Food Venders and/or Food Trucks to provide evidence of said insurance coverage. All insurance must be carried through a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include

personal liability coverage will be \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage;

13. Night Market shall maintain General Liability Insurance as specified in Paragraph five (5) hereof;
 14. If inclement weather is forecasted with a likelihood above fifty percent (50%), Night Market will make arrangements with all Event participants, including but not limited to each Act, Vender, Food Vender and/or Food Truck and Event staff to cancel the Event by noon (12:00 P.M.) the Thursday prior to the Event. Thereafter Night Market will make arrangements with each Act, Vender, Food Vender and/or Food Truck and the Event staff to arrange a date and time to reschedule the Event;
 15. Night Market, at its own expense, will ensure that trash and litter are cleaned up and properly disposed of in provided receptacles at the conclusion of the Event; and
 16. Night Market shall notify the Recreation Department of any damage, vandalism, or similar of which it becomes aware during the Event.
- B. The Town shall facilitate operation of the Event as the authority and coordinator for public safety and regulatory compliance. Town duties are specifically enumerated as follows:
1. The Town shall, at its own expense, supply all access to existing electrical and/or other municipal infrastructure necessary to support each Act, Vender, Food Vender and/or Food Truck programmed to appear at the Event;
 2. The Town shall assist in securing all local permitting necessary and absorb the costs thereof;
 3. The Town shall, at its own expense, provide a police presence at the Event;
 4. The Town shall, at its own expense, coordinate and provide all other police services necessary to maintain public safety at the Event and otherwise support the Event;
 5. The Town shall, at its own expense, provide all necessary public works services, including but not limited to waste receptacles and be responsible for removal of those receptacles at the conclusion of the Event;
 6. The Town shall, at its own expense, provide all Fire and EMS services necessary to support the Event;
 7. The Town shall allow unfettered access to Shamrock Park from nine AM (9:00 A.M.) the date of the Event through the break-down and clean-up of the Event, approximately midnight on the day of the Event (12:00 A.M.);

8. The Town shall, at its own expense, provide access to all existing restroom and toileting facilities necessary to support the Event;
9. The Town shall, at its own expense, provide adequate parking facilities necessary to support the Event; and
10. The Town shall provide all tables and chairs that, in the discretion of the Town, are necessary to support the Event.

C. The Authority shall facilitate the operation of the Event lead partner for municipal activation Authority duties are specifically enumerated as follows:

1. The Authority shall coordinate the application for alcoholic beverage permitting;
2. The Authority shall provide leadership for event sponsorship;
3. The Authority shall engage local business to participate in the Event;
4. The Authority shall provide financial oversight regarding Event-specific municipal costs;
5. The Authority, at its own expense, shall apply for all permitting required to be made in the name of the Authority to ensure alcoholic beverage service is permitted on the grounds;
6. The Authority shall provide coordination with town leadership to support the Event partnership; and
7. The Authority shall provide reporting on the economic Impact of the Event;
8. The Authority shall, at its own expense, supply access to any temporary electrical and/or other infrastructure necessary to support each Act, Vender, Food Vender and/or Food Truck programmed to appear at the Event;
9. The Authority shall, at its own expense, provide access to any temporary restroom and toileting facilities necessary to support the Event; and
10. The Authority shall, at its own expense, clearly designate all those areas upon which the consumption of alcohol is permitted under the Town's ordinances and shall, at its own expense, secure all permitting necessary to ensure alcoholic beverage service is permitted on the grounds,

2.0 Term & Payment

- A. Term – The term of this agreement shall be the duration of operation and clean-up for one Event. Following the event, the parties will evaluate attendance, economic impact, operational effectiveness and community response to determine if future events are prudent. Should the parties hereto desire to organize future events, the terms of those events shall be negotiated and evidenced by a written amendment executed by both parties and attached to this agreement.
- B. Payment – Costs and Expenses of the Event shall be borne as indicated in the duties set forth above. Further, Night Market shall not be responsible for the payment of any fees for the use of Shamrock Park or any other Town or Authority facilities or services. Neither the Town nor the Authority shall be responsible for payment of fees to compensate Night Market for its efforts in organizing the Event. The collection of fees from Acts and/or Vendors and the community good-will shall be deemed adequate consideration to secure the benefits of this agreement.
- C. In the event that revenue is produced as a result of Event sponsorship, all compensation due to the sponsorship coordinator at the agreed-upon rate shall first be deducted from gross sponsorship revenue. Remaining net sponsorship revenue shall be divided equally, with fifty percent (50%) payable to Night Market and fifty percent (50%) payable to the Authority. The Authority shall remit its share first to municipal costs incurred by the Town in connection with the Event and may retain any balance remain after such costs are satisfied.
- D. All Act, Vender, Food Vender and/or Food Truck fees/revenue collected shall be utilized by night market to support production costs.
- E. All revenue realized in the sale of Alcoholic Beverages shall be distributed according to applicable state and local law.

3.0 Independent Contractor

- A. Night Market shall be an independent contractor. Night Market is not an employee, agent or representative of the Town or the Authority. Night Market shall obtain and maintain, at Night Market's expense, all permits, license or approvals that may be necessary for the performance of the services at the Event. Night Market shall furnish copies of all such permits, licenses or approvals to the Town and Authority at the time of the execution of this agreement.
- B. Inasmuch as the Town, the Authority and Night Market are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by the parties hereto. Night Market agrees not to represent itself as the agent of either the Town or the Authority for any purpose to any party or to allow any employee of Night Market to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Night Market shall assume

full liability for any contracts or agreements Night Market enters into on behalf of the Town or Authority without the express knowledge and prior written consent of the Town and/or Authority.

4.0 Indemnification

Night Market agrees to indemnify, hold harmless and defend the Town and the Authority from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of or related in whole or in part to any act or omission of Night Market, its agents, employees or any Act and/or Vendor secured by Night Market for purposes of the Event. Night Market agrees to pay any and all judgements and/or costs (including attorney's fees) which may be rendered against the Town or Authority as a result of the aforementioned claims

5.0 Insurance

Night Market shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage for the period of this Agreement, such insurance shall be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Night Market shall provide a certificate of insurance wherein both the Town and the Authority are named as additional insured entities. In addition, Night Market shall provide insurance verification for every vendor engaged to participate in the Event.

6.0 Termination

Each party has the right to terminate this Agreement at any time, with or without cause with thirty (30) days written notice of termination. If the Town or Authority have borne any expense in contracting with any other party in reliance on this agreement and is unable to realize a return of those funds, and Night Market is the party seeking termination, then Night Market shall compensate the Town and/or Authority for said losses.

7.0 Inclusion of Documents

The Contract and any written and executed amendments thereto are incorporated into this Agreement by reference as an integral part of this Agreement. In the event of a conflict in language between this Agreement and any amendment thereto, the provisions and requirements set forth in this Agreement shall govern.

8.0 Compliance with All Laws and Licenses

The Night Market must obtain all necessary licenses and permits and comply with all local, state and federal requirements at all times.

9.0 Amendments in Writing

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party.

10.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia and any disputes arising hereunder will be resolved in a court of competent jurisdiction in Fayette County, Georgia or the Northern District Court of Georgia.

11.0 Miscellaneous Provisions

- A. It is understood and agreed by and between the Town, the Authority and Night Market that, on account of breach or default by either party of any of their obligations hereunder, if it becomes necessary for the any other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of the other parties' rights or remedies hereunder, then, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(as).
- B. All notices from the Authority or Night Market to the Town shall be served on or sent to the Town at the following address:

C.

Town of Tyrone
Attn: Brandon Perkins
Town Manager
881 Senoia Road
Tyrone, Georgia 30290

All notices from the Town or Night Market to the Authority shall be served on or sent to the Authority at the following address:

Tyrone Downtown Development Authority
Attn: Brandon Perkins
Town Manager
881 Senoia Road
Tyrone, Georgia 30290

All notices from the Town or the Authority to Night Market shall be served on or sent to Night Market at the following address:

Night Market
Attn: Jason Bass
73 Silverbell Lane
Sharpsburg, Georgia 30277

- D. Force Majeure. No party hereto shall be liable to any other party for nonperformance, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience or other acts of GOD. Should Event cancellation be required, Night Market will attempt to reschedule for the next weekend available to both parties.

12.0 **Entire agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this _____ day of _____ 2026.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

TOWN OF TYRONE, GEORGIA

Eric Dial, Mayor

ATTEST:

(TOWN SEAL)

Dee Baker, Town Clerk

TYRONE DOWNTOWN DEVELOPMENT AUTHORITY

Tracy Young , Chairman

ATTEST:

(AUTHORITY SEAL)

Ciara Willis, Secretary

NIGHT MARKET, LLC.

Jason Bass, Authorized Signatory

ATTEST:

(CORPORATE SEAL)

Officer Title: _____

Approved as to Form:

Town Attorney