

**BULLOCH COUNTY AGRICULTURAL COMPLEX**

**44 Arena Blvd. Statesboro, GA. 30458**

**EQUINE, LLAMA & LIVESTOCK LICENSE AGREEMENT**

This **LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA** (hereinafter "Licensor") and \_\_\_\_\_ (hereinafter "Licensee").

WITNESSETH:

For and in consideration of the mutual covenants, obligations, and promises contained herein, and other good and valuable consideration, Licensor agrees to and does hereby grant a license to Licensee to use Licensor's Agricultural Complex facilities located at the above address (hereinafter "Facilities"), and Licensee agrees to use the Facilities, on the terms and conditions set forth herein.

**1. LICENSEE'S NAME AND CONTACT INFORMATION.** Licensee's name and contact information is as follows:

Name of Licensee: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone & Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Phone & Email: \_\_\_\_\_

Estimated Number of Participants or Exhibitors: \_\_\_\_\_

Estimated Number of Spectators: \_\_\_\_\_

**2. USE DATES; PURPOSE OR EVENT.** Licensee is licensed to use the Facilities beginning at 7:00 a.m. on \_\_\_\_\_ (the beginning date) and ending at 11:00 p.m. on \_\_\_\_\_ (the ending date) for the following purpose or event:  
\_\_\_\_\_.

Licensee is also licensed to set up for the event during the 16-hour period from 7:00 a.m. to 11:00 p.m. on the day immediately preceding the beginning date. If Licensee requires more than 16 hours to set up for the event, the Facilities manager may, in his discretion, allow the Licensee to have additional setup time; provided, however, that Licensee shall be required to pay fees indicated as "additional" on the attached Fee Schedule for any setup time that exceeds 16 hours.

**3. FEES; PAYMENT.** In consideration for the license granted pursuant to this Agreement, the Licensee shall pay Licensor the applicable fees on the Fee Schedule attached hereto as Exhibit "A" and in accordance with the Fee Policy attached hereto as Exhibit "B," which are incorporated herein and made a part of this Agreement. The fees applicable to Licensee's intended use of the Facilities are indicated by the Licensee's signature next to each applicable fee on the Fee Schedule; provided, however, that if Licensee's actual use involves a product or service that Licensee has not signed for on the Fee Schedule,

the Licensee shall nonetheless be required to pay the fee for that product or service. Payment of all fees shall be due at or before 11:00 p.m. on the ending date specified in Section 2 of this Agreement.

**4. DEPOSIT; CANCELLATION OF OR FAILURE TO HOLD EVENT; LIQUIDATED DAMAGES.**

Simultaneously with Licensee's execution of this Agreement, Licensee shall pay Licensor a nonrefundable deposit of \$250.00. If Licensee faithfully complies with all of the terms, covenants, and conditions of this Agreement, the deposit will be credited to Licensee's final invoice. If Licensee provides Licensor with written notice of the cancellation of its event more than 120 days prior to the scheduled beginning date, the Licensee will not be required to pay anything other than the nonrefundable deposit of \$250.00. If Licensee provides Licensor with written notice of the cancellation of its event 120 days or less prior to the scheduled beginning date, or if Licensee fails to hold its event as scheduled without any prior written notice to Licensor, then Licensee will be required to pay Licensor liquidated damages in an amount equal to the total Show & Practice Arena fee that Licensee would have paid had the event been held as scheduled. In calculating how many days' written notice of cancellation the Licensee has provided pursuant to this section, the date that Licensor actually receives the written notice shall be counted as the first day and the beginning date of the scheduled event shall be counted as the last day. The burden shall be upon the Licensee to prove the actual date that Licensor received the written notice by providing, for example, a certified mail receipt or a signed acknowledgment of receipt by hand delivery. If Licensee cannot provide some documentary evidence of the date of receipt, then Licensor's statement regarding the date it received the written notice shall be accepted.

**5. NO REPRESENTATIONS OR WARRANTIES; PAYMENT FOR DAMAGE.** Licensor grants to Licensee a license to use the Facilities in their present physical condition, and Licensor makes no representations or warranties with respect thereto. In the absence of a mutual inspection by the Licensor and Licensee, the Licensee shall inspect the Facilities before moving in and shall report to Licensor all defects and damages that Licensee contends are present before undertaking its use of the Facilities. Licensee shall pay to Licensor the actual, reasonable costs of the repair or replacement of any property damaged by Licensee's use of the Facilities, normal wear and tear excepted.

**6. USE OF FACILITIES LIMITED.** Licensee's use of the Facilities is limited to the purpose or event stated in Section 2 of this Agreement and any related activities. Licensee shall not use the Facilities for any other purpose or event.

**7. RISK OF LOSS; RESPONSIBILITY.** Licensee hereby assumes the risk of loss to its property while using the Facilities. Licensor shall not be liable for any loss or damage to Licensee's property or the property of others using the Facilities under the auspices of Licensee. Licensee shall be solely responsible for the proper and safe operation of its event and all related activities of itself, its officers, members, employees, volunteers, participants, independent contractors and the like. An act or omission of the foregoing persons which causes loss, liability or expense to Licensor shall be deemed also an act of Licensee with respect to Licensor. The Licensor does not participate as a joint venturer or partner or in any other capacity with Licensee. The Licensor may condition entry into the Facilities by Licensee's participants, officers, members, employees, volunteers, and independent contractors and the like upon execution of a waiver in form determined by Licensor.

**8. NO ALTERATIONS OR ADDITIONS; SIGNS AND POSTERS.** Licensee shall not make any alterations or additions to the Facilities. Licensee shall not post or allow to be posted any signs, posters,

cards, lithographs, advertisements, handbills, show bills, or any similar materials of any description anywhere in the Facilities other than areas designated by Licensor.

**9. LICENSOR'S RIGHT OF ENTRY.** Licensor and its representatives, agents, and employees shall have access to and may enter the Facilities at any time for any reason without any restrictions whatsoever and shall not be liable to Licensee for any expense, loss, or damage by reason thereof, nor shall the exercise of such rights be deemed an eviction or disturbance of Licensee's use of the Facilities.

**10. TERMINATION OF AGREEMENT.** If Licensee fails to fully and strictly comply with the terms and conditions of this Agreement, then, in addition to any other remedies Licensor may have at law or equity, Licensor may terminate this Agreement by providing Licensee with written notice of same and, if Licensee is occupying any portion of the Facilities at the time such written notice of termination is received, Licensee shall immediately vacate the Facilities.

**11. RULES AND REGULATIONS; REMOVAL OF OBJECTIONABLE PERSONS.** Licensee and its agents and exhibitors shall strictly comply with the rules and regulations attached hereto as Exhibit "C," which are incorporated herein and made a part of this Agreement. Licensee shall be responsible for enforcing the compliance of its agents and exhibitors with the rules and regulations. In addition, Licensor shall have the power and authority to issue supplemental rules, orders, or directions as it may deem necessary for the safe and orderly operation of the Facilities, and Licensee and its agents and exhibitors shall comply with any such supplemental rules, orders, or directions. Licensor may remove or caused to be removed from the Facilities any person or persons it deems necessary for lewd or indecent actions, fighting, intoxication, loud or abusive language, or other conduct which is offensive, disruptive, or otherwise objectionable. Neither the Licensor nor any of its officials, employees, or agents shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise of this provision by Licensor.

**12. INURY TO OR ILLNESS OR DEATH OF ANIMALS.** In the event of an injury to or the illness or death of any animal, Licensee shall comply with Licensor's procedures and instructions regarding same. This may include, but is not necessarily limited to, halting the event and removal and treatment or euthanization of the affected animal.

**13. REVIEW OF PROMOTIONAL MATERIALS.** Licensor reserves the right to review any promotional materials for events held at its Facilities to insure accuracy and appropriateness of depictions and representations of the Facilities and use of logos. Licensor shall have the right to require Licensee to revise or withdraw any promotional materials in order to correct any inaccuracies and remove any inappropriate or objectionable matter.

**14. CONCESSIONS AND MERCHANDISING.** Licensor shall retain the exclusive right and authority, either directly or through its contracted vendors, to sell non-alcoholic beverages, food and other concessions, feed, tack, bedding, shavings, and other goods. Neither Licensee nor any other person may bring non-alcoholic beverages, food and other concessions, feed, tack, bedding, shavings, or other goods into the Facilities for sale, disposition, or disbursement without the express written permission of Licensor.

**15. ALCOHOLIC BEVERAGES.** Alcoholic beverages shall not be sold, served, or consumed in the Facilities or on the grounds of the Facilities except in accordance with the provisions of this Section. Alcoholic beverages may only be sold or served in designated areas of the Facilities by a licensed alcoholic

beverage caterer who has obtained an event permit for an authorized catered function in accordance with Chapter 11 of Title 3 of the Official Code of Georgia Annotated and in compliance with any other applicable state or local laws or ordinances. The licensed alcoholic beverage caterer shall be required to carry commercial general liability insurance on an occurrence basis that includes coverage for liquor liability with minimum limits of \$1,000,000.00 per occurrence and that also includes Licensor and its officials, officers, and employees as additional insureds. No alcoholic beverages may be carried onto the grounds of the Facilities or into the Facilities except by the licensed alcoholic beverage caterer who is lawfully serving alcohol at the event. No alcoholic beverages may leave the Facilities or the grounds of the Facilities except by the licensed alcoholic beverage caterer who is lawfully serving alcohol at the event. Licensor, in its sole discretion, may require that Licensee, at Licensee's own expense, provide a security officer or officers acceptable to Licensor at the Facilities for the entire duration of an event at which alcohol will be served.

**Check "Yes" or "No" to indicate if alcoholic beverages will be served at the event:**

Yes ( )

No ( )

**16. SECURITY.** For its own purposes and not in any way as an undertaking to Licensee, the Licensor may retain such security guards and law enforcement officers for the Facilities as Licensor may determine. Without in any way limiting the foregoing, Licensor does not undertake any responsibility for checking or providing any security for the stalls. Licensee may provide additional security for the stalls only after receiving prior permission from Licensor on such terms and conditions of cooperation and otherwise as Licensor may determine.

**17. EXERCISE AREAS.** No area of the Facilities shall be used as an exercise area without prior designation or approval by Licensor. The Licensee shall strictly abide by and enforce this provision.

**18. NATURE OF LICENSE.** This Agreement is not a conveyance of an interest in real property, a rental agreement or any other similar disposition. It constitutes nothing more than a permissive license to be in and about the Facilities for the purpose or event specified in this Agreement. No permission is given to improve, damage, or alter the real or personal property of the Licensor.

**19. PARKING.** Licensor shall control all vehicle parking and may charge such fees and impose such conditions and restrictions as it determines.

**20. PUBLIC HEALTH AND SAFETY.** Licensee shall conduct its activities with full regard to public health and safety, and shall observe and abide by all applicable laws, regulations, and requests by duly authorized persons responsible for public health and safety. All sidewalks, doors, aisles, and other passages and all ways of access to public utilities of the Facilities, including but not limited to fire extinguishers, shall be kept unobstructed by Licensee and shall not be used for any purpose other than ingress and egress.

**21. DOGS OR PETS.** All dogs or other small animals that are in or about the grounds of the Facilities must be on a leash short enough to be under the complete control of the owner or custodian. The Licensor may pick up or cause to be picked up by animal control any animals which are unleashed. Barking dogs and other nuisances will not be tolerated, and owners will be asked to leave the grounds.

**22. MANAGER'S DISCRETION.** Whenever, under the provisions of this Agreement, the Licensor is granted discretion, or the right to approve or disapprove, the discretion and right of approval or disapproval of the Licensor may be exercised by the Manager of the Facilities.

**23. INDEMNIFICATION.** The Licensee hereby waives, releases, relinquishes, discharges, and agrees to indemnify, hold harmless, and defend the Licensor and its officials and employees (hereinafter the "Indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) for any loss, including but not limited to bodily injury (including death), personal injury, property damage, and governmental fines or assessments, related to or in any way arising out of the performance of this Agreement, unless such is attributable to the sole negligence of the Indemnitees. The indemnity obligation of the Licensee will survive the expiration or termination of this Agreement.

**24. INSURANCE.** Licensee shall purchase and maintain general commercial liability insurance including products and completed operations liability and contractual liability coverage with minimum limits of \$1,000,000.00 per occurrence. Such insurance shall provide coverage on an occurrence basis and shall include coverage for the event or activity conducted by Licensee. The policy shall include Bulloch County, Georgia and its officials and employees as additional insureds. The policy must provide primary coverage over any liability insurance maintained by Licensor. The policy term must at a minimum include the entire time that Licensee is authorized to use the Facilities pursuant to this Agreement, including any setup or breakdown times. Licensee shall provide Licensor with a certificate of insurance evidencing the above coverages prior to any use of the Facilities by Licensee or its exhibitors or agents. The certificate of insurance shall list Bulloch County, Georgia as the certificate holder and require that the insurer provide the certificate holder not less than thirty days' written notice of cancellation of the policy. Regardless of whether or not the insurer provides Licensor with such notice of cancellation, the Licensee is also obligated under this Agreement to provide Licensor with not less than thirty days' written notice of the cancellation of any policy of insurance for which Licensee has provided Licensor with a certificate. At Licensee's option, the Licensee may procure the required insurance through Licensor's insurance broker by making application at <https://marsh.tulip.specialmarkets.com/>. Licensor makes no warranties or representations regarding said application or insurance and will not act as an intermediary or broker or provide any other assistance in acquiring said insurance for Licensee. The option to purchase insurance through Licensor's insurance broker is strictly the decision of the Licensee, and Licensee will be solely responsible for making the application and paying premiums for said insurance.

**25. INTEREST; ATTORNEY'S FEES.** Any amount due and owing under this Agreement shall bear interest at the rate of 1.5% per month from the date it becomes due. In the event that Licensor employs an attorney to collect any amount due and owing under this Agreement, Licensor shall also be entitled to collect from Licensee attorney's fees in an amount equal to 15% of the principal and interest due and owing; provided, however, that prior to seeking attorney's fees pursuant to this section, Licensor shall send written notice to Licensee that the provisions relative to payment of attorney's fees in addition to principal and interest shall be enforced and that Licensee has ten days from receipt of such notice to pay the principal and interest without the attorney's fees.

**26. NO ASSIGNMENT.** This Agreement may not be assigned in whole or in part by either party without the written consent of the other party, and any purported assignment without such written

consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

**27. PERMITS; COMPLIANCE WITH LAWS.** Licensee shall be solely responsible for obtaining any necessary permits and shall comply with all applicable federal, state, and local statutes, laws, enactments, ordinances, regulations, orders and other governmental requirements.

**28. FORCE MAJEURE.** Licensor shall not be responsible for any delay or failure to perform any of its obligations under this Agreement caused in whole or in part by acts of God, wars, fires, explosions, breakdowns, accidents, strikes, lockouts or other labor difficulties, lack or shortages of labor, material, utilities, energy sources, or any other events or circumstances not within the reasonable control of Licensor, whether similar or dissimilar to any of the foregoing. The foregoing shall be in addition to and not in limitation of any other excuses for nonperformance available to Licensor under applicable law.

**29. LEGAL CONSTRUCTION; SEVERABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**30. RIGHTS, POWERS, AND PRIVILEGES CUMULATIVE.** All rights, powers, and privileges conferred upon the parties pursuant to this Agreement shall be cumulative but not restrictive to those given by law.

**31. NOTICES.** Any notices permitted or required by this Agreement shall be in writing and sent via U.S. mail to the respective addresses listed for Licensor and Licensee on the first page of this Agreement.

**32. DISPUTE RESOLUTION.** Licensor and Licensee agree that any disputes between the parties hereto arising out of or in any way related to this Agreement, whether characterized as a breach of contract, tort, or any other claim, shall be resolved solely through litigation in the Superior Court of Bulloch County, Georgia, and both parties hereby consent to the jurisdiction and venue of said court.

**33. NO WAIVER.** No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition, or shall in any way affect such party's right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition or the breach thereof.

**34. TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

**35. EQUINE IMMUNITY.** WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of animal activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

**36. LLAMA IMMUNITY.** WARNING: Under Georgia law, a llama activity sponsor or llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the

inherent risks of animal activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

**37. LIVESTOCK IMMUNITY.** WARNING: Under Georgia law, a livestock activity sponsor , livestock professional, or owner of a livestock facility is not liable for an injury to or the death of a participant in livestock activities resulting from the inherent risks of animal activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

**38. OTHER IMMUNITY.** Nothing contained in this Agreement shall be construed or deemed to be a waiver of any other immunity to which the parties, their officials, or employees are entitled by law.

**39. SPECIAL STIPULATIONS.** Any special stipulations are set out in Exhibit "D" attached to this Agreement. Any conflict between special stipulations and the body of this Agreement or any other exhibit shall be resolved in favor of the special stipulations. If there is no Exhibit "D" attached to this Agreement, then there are no special stipulations.

**40. ENTIRE AGREEMENT; AMENDMENT.** This Agreement with its exhibits represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the parties hereto in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, and the parties hereby mutually represent, covenant, and warrant that the persons executing and delivering this Agreement on behalf of the respective parties have the right, power, and authority to execute and deliver this Agreement to the other party.

**LICENSOR:**

**LICENSEE:**

**BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA**

\_\_\_\_\_

By: \_\_\_\_\_  
Roy Thompson, Chairman

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

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_