

RIGHT OF ENTRY AND ACCESS AGREEMENT

This Right of Entry and Access Agreement (the “**Agreement**”), dated as of 4/29/2024, 2024 is made and entered into by and between the City of Sandy Springs, Georgia (“**Owner**”) and Fulton County, Georgia, a political subdivision of the State of Georgia (“**User**”).

Recitals:

A. User has requested permission to conduct a Polling Site (each an “**Event**” and together the “**Events**”) with a varied amount of guests on a parcel of land which includes an existing facility located at 6110 Blue Stone Road, Fulton County, Sandy Springs, Georgia 30328 (the “**Building**”) and including, parking spaces designated by Owner (the “**Parking**”) and common areas on that tract of land (the “**Common Areas**” and, together with the Building and the Parking, the “**Facility**”). The Facility is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

B. Owner has agreed to allow User to conduct the Events and User has agreed to comply with the terms and conditions set forth herein.

AGREEMENT:

In consideration of the Facility, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Owner and User agree as follows:

1. Grant of License. Owner hereby grants User a license (the “**License**”) to use the Facility between the hours of 3:00 a.m. and 11:59 p.m., on:

- i. April 29, 2024 – May 17, 2024 for the May 21, 2024 General Primary / Nonpartisan Election
- ii. October 15, 2024 – November 1, 2024 for the November 5, 2024 General Election
- iii. As Soon as Possible, but No Later than November 25, 2024 – November 27, 2024 for the December 3, 2024 Runoff for Federal Offices

for the purpose of conducting the Events (including all set-up and cleaning before and after the Event), subject to the terms and conditions set forth in this Agreement.

2. License Fee.

a. For the License, User agrees to pay Owner a license fee of \$0.00, plus additional fees for services provided by Owner, due and payable upon execution of this Agreement based on the following rates:

Facility License Fee	<u>\$0.00</u> (<u>\$0.00</u> per Event)
Additional Services	<u>\$0.00</u> (<u>\$0.00</u> per Event)

TOTAL FEES: \$0.00

b. In the event User does not provide Owner written notice at least two (2) business days prior to the date of an Event of its intent not to use the Facility for that Event, the license fee for that Event will not be refundable.

3. Duty of Care; Compliance with Laws. User agrees to exercise due care in preparing for and conducting the Events to avoid (a) interference with access to the Facility, (b) injury to persons in and around the Facility, and (c) damage to the Facility. User will comply and will use its best efforts to cause its servants, employees, contractors, agents, visitors, invitees and guests involved with or participating in the Events to comply with all applicable laws, ordinances, codes, orders, rules and regulations of any governmental agency or authority.

4. Restoration of the Facility. Upon completion of each Event, the User will restore the Facility to the condition it existed in prior to the Event; provided, however, the Owner will remove and properly dispose of all trash and refuse generated by the Event. User shall be responsible for any and all damage to the Facility or any of the contents contained therein caused by it or by any of its servants, employees, contractors, agents, visitors, invitees and guests involved with or participating in the Event. A walk thru of the Facility will be conducted before and after the event.

5. Hold Harmless. User hereby agrees that it shall be responsible for its own negligence. User shall assume and defend at its own expense any suit or other legal proceeding arising from its use of the Facility to the extent that the same is caused solely by User, its officers, employees, or agents. User agrees to satisfy, pay, and cause to be discharged of record any judgment arising therefrom, but only to the extent the same is solely cause by User, its officers, employees or agents.

6. Assumption of Risk. User assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be on the Facility. Owner, Fulton County, the State of Georgia and each of their respective partners, officers, agents, servants, employees and contractors shall not be responsible or liable for any loss of, or damage to, property while on the Facility regardless of how the loss or damage is sustained.

7. Utilities. Owner will furnish to the Facility during each Event central heat and air conditioning in season, at such temperatures and in such amounts as are considered by Owner to be standard.

8. Default. In the event that User fails to pay any amounts due under this Agreement, or fails to perform, comply with or observe any of the covenants or conditions under this Agreement immediately after Owner notifies User of such non-monetary default, and in addition to any remedy at law or equity Owner is entitled to exercise, the License granted hereunder shall automatically terminate and be of no further force and effect and User, its servants, employees, contractors, agents, visitors, invitees and guests shall immediately vacate the Facility. At such time as User cures such default thereunder, whether monetary or non-monetary, the License granted hereunder shall automatically be reinstated and User shall be entitled to resume full use of the Facility in accordance with the terms and conditions of this Agreement.

9. Assignment. User shall have neither the right nor power to assign or in any way transfer this Agreement or any rights or duties contained herein without the express written consent of Owner.

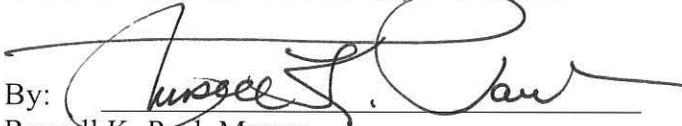
10. Binding Effect. The terms and provisions of this Agreement shall inure to the benefit of, and shall be binding upon the heirs, successors, assigns and legal representatives of Owner and User.

11. Counterparts. This Agreement may be executed in multiple counterparts and by the parties by separate counterparts, each of which shall be deemed an original and all of which shall constitute but one agreement.

EXECUTED as of the day and year first written above.

OWNER:

CITY OF SANDY SPRINGS, GEORGIA

By: 
Russell K. Paul, Mayor

ATTEST:

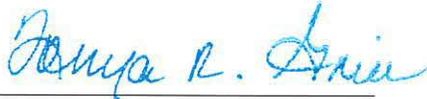
By: 
Raquel D. Gonzalez, City Clerk



FULTON COUNTY, GEORGIA


Robert L. Pitts, Chairman
Chair, Board of Commissioners

ATTEST:

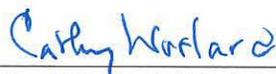

Tonya R. Grier
Clerk to Commission



APPROVED AS TO FORM:


Y. Soo Jo
Office of the Fulton County Attorney

APPROVED AS TO CONTENT:


Cathy Woolard, Chair
Board of Registration & Elections


Nadine Williams, Director
Fulton County Board of Registration and Elections

EXHIBIT A

DESCRIPTION OF FACILITY

Use of the Facility for the Event described herein, by User, is restricted to the 1st Floor Community Room, Women's Restroom, Men's Restroom, Blue Stone Conference Room, Outdoor Balcony, common areas, and Facility parking lot, as depicted below.

