

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF ACCESS LICENSE AND USE AGREEMENT

This **Right of Access Agreement** (“License Agreement”), made and entered into this _____ day of _____, 2026 (“Effective Date”), by and between **R2ISE Inc.**, a Georgia Nonprofit Corporation (“Licensee”), and **Fulton County, Georgia**, (“Licensor”), individually a “Party” and jointly the “Parties”.

WHEREAS, Licensor is the owner of that certain parcel of land in Fulton County, Georgia, located at 2805 Metropolitan Parkway SW, Atlanta, Georgia, having Tax Parcel ID Number 14 0100LL0456 and consisting of approximately 29.2900+/- acres, upon which the Fulton County Health and Human Services at Oak Hill (“FCHHS”) is located, as depicted more particularly on the map attached hereto as Exhibit “A” (the “Property”); and

WHEREAS, Licensee is a Recovery Community Organization that provides peer-led, peer-driven, arts-based recovery support rooted in lived experience, community connection, and long-term sobriety and wellness; and

WHEREAS, Licensee seeks to provide non-clinical services at the Property to support individuals receiving behavioral health and substance use services, as well as members of the surrounding communities; and

WHEREAS, Licensee’s services are designed to strengthen recovery outcomes by adding a non-clinical layer of support for recovery through connection, peer encouragement, creative expression, community-building, and practical resource navigation; and

WHEREAS, Licensee seeks to collaborate and partner with the Fulton County Department of Behavioral Health and Developmental Disabilities to provide whole-person, recovery-oriented care at the Property, recognizing that recovery is sustained through community, belonging, supportive relationships, and access to resources that stabilize daily life; and

WHEREAS, Licensee contacted Licensor seeking to access the Property in order to form a partnership with Licensor whereby Licensee seeks to provide recovery support services; and

WHEREAS, Licensor has determined that a right of access license and use agreement is needed to allow Licensee to access and use the Property and to make use of the Property for the Purpose defined herein for the period requested; and

WHEREAS, pursuant to O.C.G.A § 36-1-19.1, Licensor is authorized to make contributions to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such contribution must take place within Fulton County, with “purely charitable purposes” meaning charitable, benevolent, or philanthropic

purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

WHEREAS, Licensor desires to grant Licensee a non-exclusive license right as is detailed below in this License Agreement for the charitable Purpose described herein, with consideration for such license right being the services Licensee will provide to residents of Fulton County, which will be a substantial benefit to Licensor.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this License Agreement, the Parties do hereby agree as follows:

1.
GRANT OF LICENSE

Licensor hereby grants to Licensee and its employees, agents, contractors and subcontractors, and Licensee hereby accepts from Licensor, a license (hereinafter, the "License") to access the Property and use the Licensed Areas (as defined below) for the purposes hereinafter set forth in Paragraph 2. Licensor makes no representations or warranties concerning the condition, suitability, or any other matters relating to the Property, and Licensee hereby acknowledges that Licensee's access to the Property is on an "as is" basis. Licensor shall not be responsible or liable for any injury, death, damage, or loss incurred by any Licensee, or claims of any third parties in connection therewith, arising out of or in connection with the access or the Purpose under this License Agreement. The preceding two sentences shall survive the expiration or earlier termination of this License Agreement.

2.
USE OF LICENSE

At its sole cost, expense, risk and responsibility, Licensee and its employees, agents, contractors and subcontractors shall be permitted to access the Property and use the Licensed Areas to perform the Purpose, as defined herein. Purpose is defined as the granting of this License to the Licensee to access the Property to enter, exit, and park, and use the Licensed Areas to provide recovery support services on Mondays, Wednesdays, Thursdays, and Fridays from 10:00 a.m. to 5:00 p.m., Tuesdays from 10:00 a.m. to 8:00 p.m., and some Saturdays (at time(s) agreed upon at least five business (5) days in advance between the Parties) for special events and community building opportunities. The recovery support services to be provided by Licensee shall include, but not be limited to, the following:

- Peer connection through peer-led recovery support groups facilitated by Certified Peer Specialists and Recovery Coaches with lived experience;
- One-on-one peer support and resource navigation;
- Creative expression and arts-in-recovery special workshops using storytelling, writing, visual art, and other expressive practices;
- Movement and body-based wellness;
- Recovery community social opportunities and belonging;
- Educational theatre, talk-backs, and community recovery learning; and

- Art exhibits and ongoing gallery engagement.

Such use by Licensee shall take place on the Property in the gym (“Gym”) and one office (“Office”) within the current behavioral health outpatient area in Building B of the FCHHS, which Gym and Office are depicted on Exhibit “B” attached hereto (such areas together with all necessary points and routes of access, the “Licensed Areas”). This License shall be exclusive as it pertains to the Office and the Gym. However, Licensee hereby agrees to work with any community members or organizations that might request or require use of the Gym for temporary, occasional community-based programming or meetings, so long as such request is made at least two (2) weeks in advance and the requested use would occur during weekends, after-hours, or any other times that Licensee is not actively providing services. Licensee agrees to remove or relocate any necessary equipment, furniture, or other personal property from the Gym so that it is safe and accessible for such community usage.

Licensee shall also be permitted to install, at its own expense, wayfinding and informational signage on the Property to direct staff, program attendees, and community participants to the Gym. Such signage must conform to Licensor’s sign standards, colors, and other requirements, and sign design and placement shall be approved in advance by Licensor. Any installed signs shall be removed at Licensee’s expense at the termination or expiration of this Agreement, and any damage to the Property caused by the installation or removal of such signs shall be repaired at Licensee’s expense.

This License shall only be for the Duration specified in Section 3 below.

Licensee shall not make any changes to the Property, including painting the walls of the Licensed Areas, and this License shall not be construed to permit Licensee to engage in any projects or work on the Property or at any other date or time, except as allowed for the Purpose. The Purpose, as set forth in this License Agreement, can only be modified by mutual written consent of the Parties.

3.

DURATION

This License is granted and shall remain in effect until either (i) the expiration of the Duration (as defined below), or (ii) Licensor’s earlier termination of the License via written notice to the Licensee pursuant to Section 5 hereof. The License will have an initial term of twelve (12) months from the Effective Date, which then may be extended for two additional twelve (12) month periods (collectively, the “Initial Duration”) upon both Licensee’s written request (received at least ninety (90) days prior to the end of the then-current term) and Licensor’s written approval, granted in its sole discretion, of the same. Following the Initial Duration, and provided that Licensee is not in default, the License may be renewed for three (3) additional twelve (12) month periods upon both Licensee’s written request (received at least ninety (90) days prior to the end of the then-current term) and Licensor’s written approval of the same, granted in its sole discretion, of the same (together with the Initial Duration, the “Duration”).

4.

NO INTEREST IN PROPERTY

Licensee hereby agrees and acknowledge that by making, executing and delivering this License Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Property, nor confer upon Licensee a license coupled with an interest or an easement, and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Property.

5.

SUSPENSION; TERMINATION

Licensor may, by written notice to Licensee, suspend the access provided by this License Agreement as needed. Upon receipt of a suspension notice, Licensee must immediately vacate the Property and if instructed to do so by Licensor immediately remove any of its property which may be on the Property. Only upon receipt of a notice that the suspension has been lifted may Licensee re-enter the Property in accordance with this License Agreement. Licensor may terminate this License for convenience and without cause upon ninety (90) days written notice to Licensee. After such termination, Licensor shall have no further obligation toward Licensee.

6.

MAINTENANCE AND REPAIR OF ANY DAMAGE TO THE PROPERTY

During the Duration, Licensee will notify Licensor of any damage to the Property within 24 hours of its occurrence and will immediately place barriers or signage in the event that Licensee is aware of a hazard on the Property. In the event that Licensee's use results in any damage to the Property, Licensee hereby agrees that within a reasonable time (not to exceed ten (10) days, unless such task is not capable of being completed within such period of said damage) Licensee will, at its sole cost and expense, take reasonable steps to restore the Property to substantially the same condition in which it existed before the damage with Licensor's prior approval of all restoration and repair work. Licensee shall require that any contractor retained by Licensee to perform any work required to complete the Purpose shall have applicable bonds (i.e., payment and performance bonds) to prevent liens from being placed against the Property, and shall comply with the insurance requirements described in Section 8.

7.

ASSIGNMENT OR TRANSFER

This License Agreement and the License granted herein may not be assigned or transferred by Licensee unless approved in writing by Licensor.

8.

LIABILITY; INSURANCE

Licensee, as the requestor of said License, further agrees that Licensee shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense from third-parties resulting from use of the Property for the Purpose, and Licensee shall indemnify and hold Licensor harmless, including its commissioners, officers, employees and agents, from all

claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage or any tort whatsoever arising out of the acts or omissions of Licensee, its employees, agents or contractors upon the Property. Licensee shall ensure that any contractor or vendor retained or selected to provide services related to the Purpose contemplated in this License Agreement shall agree to indemnify and hold harmless Licensor as well as Licensor's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths, damage, and/or other tort, irrespective of the Licensor's negligence (except that no Party shall be indemnified for their own sole negligence). Licensee shall cause any contractor or vendor retained by Licensee, if requested by Licensor, to assume and defend at the contractor's or vendor's own expense, any suit, action or other legal proceedings arising therefrom in which Licensor, and/or Licensor's commissioners, officers, officials, employees, and agents, are named as a party, and Licensee shall cause the contractor or vendor to agree to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the Licensor, and/or Licensor's commissioners, officers, officials, employees, and agents, arising therefrom.

Notwithstanding anything to the contrary contained in this License Agreement, Licensee's indemnity of Licensor in this Section 8 shall not include any claim arising from the gross negligence or willful misconduct of Licensor or its commissioners, officers, officials, employees, agents or contractors. Nothing herein shall be construed as a waiver of Licensor's sovereign immunity or any governmental immunity available to its commissioners, officers, officials, employees or agents.

Licensee shall provide and maintain liability insurance in accordance with the amounts set forth in Exhibit "C", attached hereto and incorporated by reference, covering its employees, agents or contractors for the Duration of the License. Licensee shall provide to Lessor and maintain a certificate of liability insurance ("COI") which includes Licensor as an additional insured, and covers its employees, agents or contractors for the Duration of the License. Licensee shall provide an updated COI to Licensor annually. In addition, Licensee shall ensure that any contractor obtains and maintains sufficient insurance to cover any use under this License, includes Licensor as an additional insured, and presents a certificate of insurance demonstrating the required coverage to Licensor prior to commencing any work or services related to the Property.

Licensee shall ensure that the provisions of this Section 8 are included in all contracts and subcontracts.

9. **NOTICES**

All notices required herein shall be in writing and delivered to either Party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) overnight delivery. The day upon which such notice is delivered shall be deemed the date of service of such notice.

To the Licensor:

For operational matters:

Attention: LaTrina Foster, Director of Behavioral Health & Developmental Disabilities
265 Boulevard N.E.

Atlanta, Georgia 30312

(404) 612-1687

LaTrina.Foster@fultoncountyga.gov

For all other matters:

Attention: Dir. of Real Estate & Asset Management

141 Pryor Street, Suite G119

Atlanta, Georgia 30303

(404) 612-5900

Joseph.Davis@fultoncountyga.gov

Fulton County Office of the County Attorney

Attention: County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

(404) 612-0246

Soo.Jo@fultoncountyga.gov

Fulton County Manager

Attention: County Manager

141 Pryor Street, 10th Floor

Atlanta, Georgia 30303

(404) 612-4000

Dick.Anderson@fultoncountyga.gov

To Licensee:

R2ISE Inc

Attention: Alexia Jones

675 Metropolitan Parkway SW, Suite 5036

Atlanta, Georgia 30310

(678) 462-8918

alexia@r2isetheatre.org

10.

RESPONSIBILITIES OF LICENSOR AND LICENSEE

Licensor shall maintain in good order and repair, subject to normal wear and tear and casualty, the Property, including all major systems therein. Licensor shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Property during the Duration. Licensor shall not be liable to Licensee for any cessation of or interruption in utilities

or utility services to the Licensed Areas. Licensor shall also provide pest control, janitorial services within the common areas and Office, standard electrical current required for general office use, and security services.

Licensee shall be solely responsible for and shall pay all charges for internet and telephone services within the Licensed Areas, janitorial services within the Gym, and shall provide all restroom supplies for the Gym restroom(s).

11.

LICENSEE REPRESENTATIONS AND WARRANTIES.

Licensee represents and warrants to Licensor the following as of the Effective Date:

- 11.1 **Permits.** Licensee possesses all applicable business permits, licenses, and/or certificates required by all applicable laws for Licensee's operations on the Property. All persons performing services on Licensee's behalf on the Property are licensed, certified, or permitted, under applicable law, to perform such services. All persons performing services on the Property shall maintain, at no cost to Licensor, any permit, license, or certificate required under applicable law. All personnel performing services on Licensee's behalf on the Property shall provide services solely within the scope of their applicable permit, license, or certificate, or as permitted by applicable law.
- 11.2 **Condition of Property.** Licensee accepts the Property in its "AS-IS", "WHERE- IS", and "WITH ALL FAULTS" condition on the Effective Date and specifically and expressly without any warranties, representations, or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Licensor, including without limitation, any warranty of condition, merchantability, or fitness for a particular use. Licensee further acknowledges that Licensee has inspected and knows the condition of the Property including the Licensed Areas, that Licensor does not guarantee or warrant the safety and security of the Property or the Licensed Areas, and that Licensee and its invitees are responsible for their own safety and security.
- 11.3 **Independent Contractual Obligations of Licensee; No Joint Venture.** Licensor is not a party to and has no liability with respect to any agreement between Licensee and a third party for products or services supplied or rendered by Licensee on the Property or otherwise. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LICENSOR BE CONSTRUED OR HELD BY VIRTUE OF THIS LICENSE AGREEMENT OR OTHERWISE TO BE AN EMPLOYER, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LICENSEE IN THE CONDUCT OF LICENSEE'S OPERATIONS, NOR SHALL LICENSOR BE LIABLE FOR ANY DEBTS OR LIABILITIES INCURRED BY LICENSEE IN THE CONDUCT OF LICENSEE'S OPERATIONS. LICENSEE IS NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LICENSOR.
- 11.4 **Rules and Regulations; Laws.** Licensee shall comply with any and all rules and regulations as may be hereafter promulgated by Licensor from time to time in Licensor's discretion

and provided in writing to Licensee, as well as all applicable laws, regarding Licensee's use and occupancy of the Premises.

- 11.5 Hazardous Waste. Neither Licensee, nor any of Licensee's invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Property, including the Licensed Areas, any Hazardous Substances. Hazardous Substance, for purposes of this License Agreement, shall be defined as: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto. Licensee shall, only to the extent permissible by law, be responsible for contamination caused by Licensee during the Duration (or those of its invitees, employees, contractors or agents). Licensee shall be responsible for, to the extent permitted by law, any loss, claims, liability or costs incurred by reason of any actual failure of Licensee to fully comply with all applicable laws or permits, or the presence, handling, use or disposition in or from the Property of any Hazardous Substances, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Licensee's sovereign immunity or any governmental immunities available to its officials, officers or agents.

12.

NO THIRD-PARTY BENEFICIARIES

This License Agreement is made between and limited to the Licensor and the Licensee, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the Licensor and the Licensee, and no other person or entity shall be considered a third-party beneficiary by virtue of this License Agreement or otherwise entitled to enforce the terms of this License Agreement for any reason whatsoever.

13.

GENERAL PROVISIONS OF THIS AGREEMENT

- 13.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this License Agreement.
- 13.2 No failure of either Party hereto to exercise any right or power granted under this License Agreement, or to insist upon strict compliance by the other Party with this License Agreement, and terms and conditions of this License Agreement, shall constitute a waiver of either Party's right to demand exact and strict compliance by the other Party hereto with the terms and conditions of this License Agreement.

- 13.3 This License Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 13.4 Should any provision of this License Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.
- 13.5 This License Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The Parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic, facsimile or .pdf signature.
- 13.6 The termination of this License Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such termination.
- 13.7 Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Property or the condition or suitability thereof for Licensee's purpose.
- 13.8 Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. § 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property.
- 13.9 This License Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between the Parties with respect to the Property and Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this License Agreement. No modification of or amendment to this License Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinabove set forth.

LICENSOR:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

[Signatures Continue on Following Page]

LICENSEE:

R2ISE INC

Name:

Title:

DRAFT

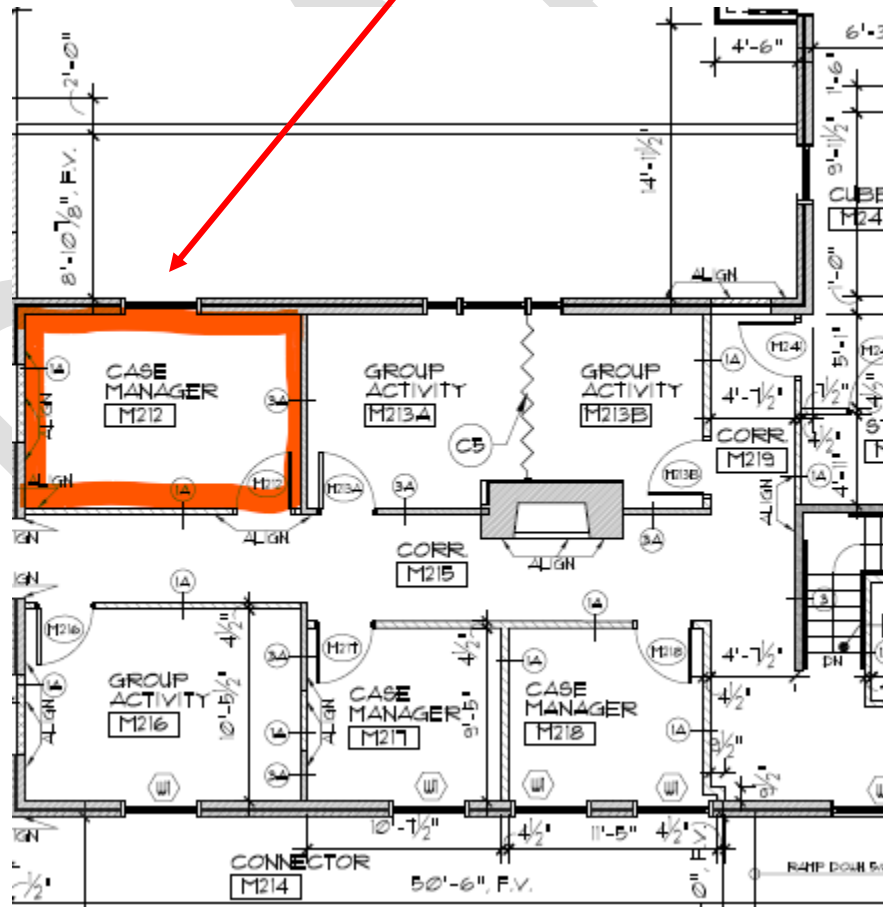
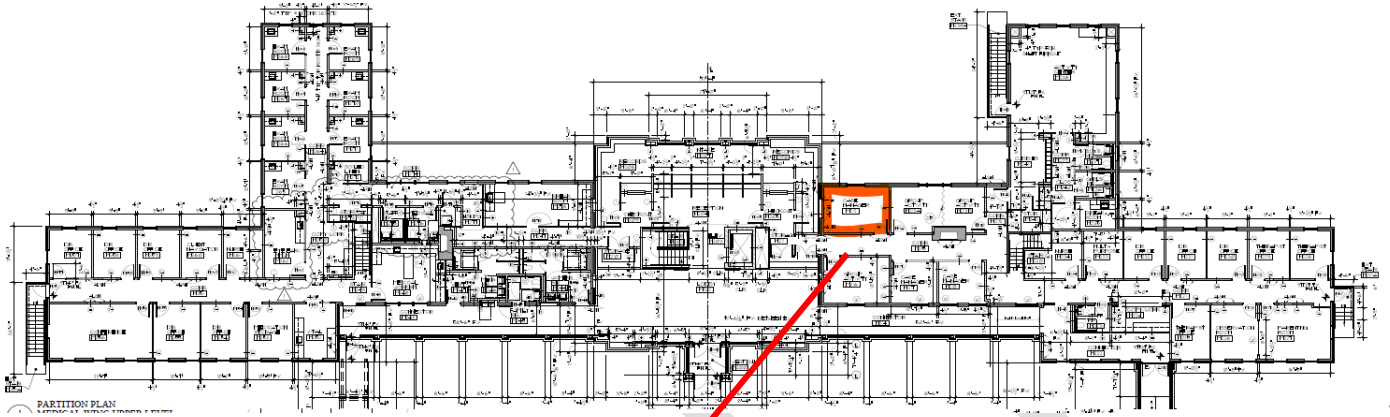
EXHIBIT A
THE PROPERTY



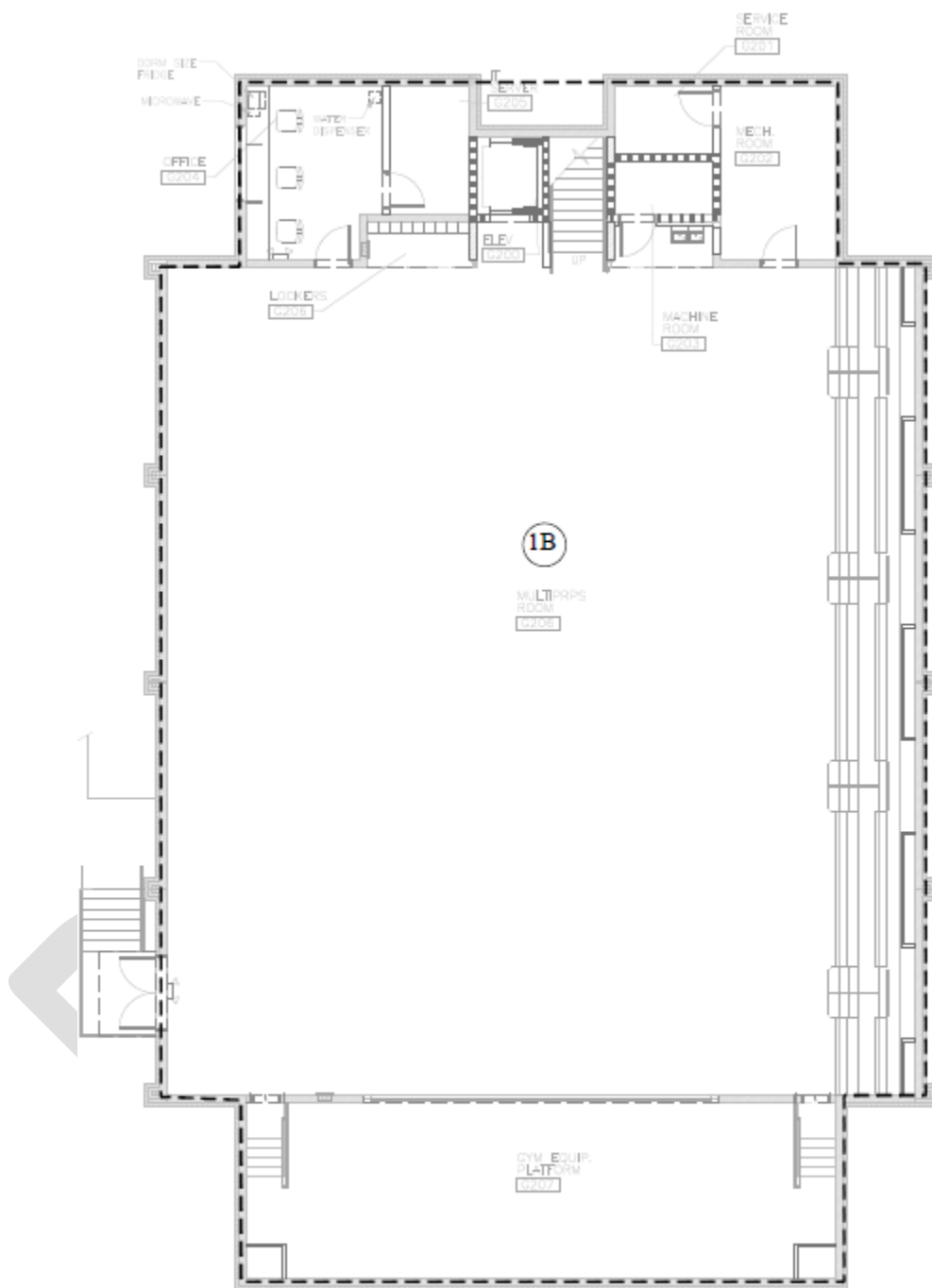
EXHIBIT B

LOCATION OF PERMITTED USE BY LICENSEE

Office – M212, depicted in **RED** below:



Gym



2 FIRE PROTECTION PLAN
LOWER LEVEL
FI.1 SCALE 1/8" = 1'-0"

EXHIBIT C

INSURANCE REQUIREMENTS

The following are the minimum insurance coverages and limits that Licensee must maintain. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County’s practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Fulton County prior to the start of access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

5. PROFESSIONAL E/O (Errors and Omissions) Each Occurrence \$100,000

Certificates of Insurance

Licensee shall provide written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Fulton County.

If Fulton County shall so request, the Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303