



**EVENT HOSTING AGREEMENT**

This Event Hosting Agreement (“Agreement”) made on \_\_\_\_\_, 20\_\_ (“Effective Date”), is between Livable Buckhead, Inc. (“Livable Buckhead”), with its principal business office at 3340 Peachtree Road NE, Suite 1640, Atlanta, Georgia 30326 [Email:\_\_\_\_\_], and \_\_\_\_\_ (“Client”), whose address is \_\_\_\_\_ (Email:\_\_\_\_\_], each a “Party” and together “the Parties”. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

1. **Purpose.** Livable Buckhead grants to Client a revocable license to use the greenspace known as 684 Mountain Drive Park located at 684 Mountain Way Drive NE, Atlanta, Georgia (“Park” and “Premises”) for an Event hosted by Client, as further described herein, according to the following terms and conditions.

2. **Event Details.**

Client Principal Contact

Name: \_\_\_\_\_  
Client Phone \_\_\_\_\_  
Event Date: \_\_\_\_\_  
Event Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

Event Time (Client initials one):

Weekday Event (Monday – Friday 8:00am – 5:00pm)  
\_\_\_\_\_ Initials

Weeknight Event (Monday– Thursday and Sunday after 5:00pm) (Event must conclude by 8:00pm)  
\_\_\_\_\_ Initials

Friday, Saturday Night Event (after 5:00pm) (Event must conclude by 8:00pm)  
\_\_\_\_\_ Initials

Saturday and Sunday Daytime Event (8:00am – 5:00pm)  
\_\_\_\_\_ Initials

3. **Park Description.** 684 Mountain Drive Park is one of the most unique greenspaces in Metro Atlanta. The Park is an intimate setting located in the middle of the North Buckhead neighborhood immediately adjacent to the City of Atlanta Mountain Way Common. The Park is situated next to Little Nancy Creek in a quiet neighborhood and features picnic tables and access to natural space. The Park has no electricity, and portions of the Premises may be moist after periods of heavy rain. The Park is a non-smoking and drug-free site. No open flame, frying or any grilling is allowed on the Premises that will create smoke. The Park is a natural

habitat that can be damaged by smoke, and the resulting damage would be costly to replace or repair. Any guests violating the smoking restrictions may be asked to leave the Premises.

4. **Acceptance of Premises.** The Park will be in clean condition prior to the Event. Client acknowledges and agrees that it has inspected the Park, is aware of the beehives that exist on site and the risk of bee stings and has made its own determination that the Premises are in good repair and satisfactory condition, suitable and appropriate for Client to host the Event. The client accepts the condition of the Premises for the Event as is without any changes. The client will properly collect and remove all trash from the Premises and agrees the Park will be in the same clean condition prior to and after the Event without any loss, damage, alterations or improvements. Livable Buckhead takes no responsibility for loss or damage to personal effects, possessions and other property of Client and other persons and parties on the Premises during or after the Event.

5. **Permits.** Client will obtain at its cost any permit, authorization and/or approval required for the Event and/or use of the Premises including, without limitation, any permit required from the City of Atlanta. For more information on permitting through the City of Atlanta, visit:

<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-special-events> and <https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-special-events/does-my-event-require-a-permit>

6. **Conduct.** There is absolutely no drug use or smoking of any kind allowed on the Premises or within 25 feet of the park. Conduct deemed disorderly at the sole discretion of Livable Buckhead staff will be grounds for immediate expulsion from the Premises and conclusion of the Event. Client agrees to comply with and be bound by all federal, state and local laws, regulations, rules and procedures for access to and use of the Park during the Event including, without limitation, all City of Atlanta laws, ordinances and regulations and all Livable Buckhead rules and procedures as set forth in attached Schedule A. Client will not sell alcohol on the Premises or serve alcohol to minors on the Premises at any time. Livable Buckhead reserves the right, in its sole discretion, to expel from the Park anyone who in its judgment is intoxicated or under the influence of alcohol or drugs or who in any manner does, or participates in, any act that threatens the health or safety of any person or the condition of any property.

7. **Marketing.** It is important to Livable Buckhead that Client has a successful Event. If Client would like Livable Buckhead to assist with promotion of the Event, Livable Buckhead must receive and approve all marketing materials no less than thirty (30) days prior to the Event. Livable Buckhead is glad to provide professionally created Livable Buckhead logos and images for promotional needs. Livable Buckhead also reserves the right to take pictures of the Event and use them for marketing and promotional purposes.

8. **Decorations and Signs.** Livable Buckhead wants the Event to be a special and welcome experience. Therefore, Livable Buckhead will allow Client to decorate the Park during the Event if all decorations and signs are in good taste and inoffensive. Livable Buckhead will assist Client with rearranging and moving any picnic tables or other furniture. The client will not use any nails, screws, staples or penetrating hooks and will remove all decorations and signs from the Premises at the conclusion of the Event.

9. **Security Deposit.** Client will pay Livable Buckhead a \$500 security deposit in immediately available funds upon signing the Agreement. The security deposit will secure the Event date and time and is fully refundable by Livable Buckhead to Client within ten (10) days after the Event if Client vacates the Premises in the original condition, normal wear and tear excepted.

10. **Cancellation.** Livable Buckhead schedules Event dates and times on a first come-first serve basis. Client agrees to notify Livable Buckhead by email at [info@livablebuckhead.com](mailto:info@livablebuckhead.com) if Client cancels the Event. Livable Buckhead will return the security deposit to Client within ten (10) days thereafter.

11. **Insurance and Liability.** Client will provide Livable Buckhead a certificate of insurance no later than ten (10) days prior to the Event with the minimum coverages set forth in attached Schedule B. The insurance will provide, at Client's sole expense, public liability and personal property damage coverage naming Livable

Buckhead and its directors, officers, employees, agents and representatives against all property damage, personal injury and other loss of any kind arising out of Client's use and occupancy of the Premises. Client, its guests, invitees, vendors and all other Event participants will defend, indemnify and hold harmless Livable Buckhead and its directors, officers, employees, agents and representatives from any and all costs, claims, expenses or other liability arising from or related to the Event and the use of the Premises. The Park has a presence of bees, and Event attendees are at risk of bee stings. Livable Buckhead is not liable if any Event attendee is stung by a bee.

## 12. **General.**

12.1 Relationship of the Parties. This Agreement does not confer any rights or remedies upon any persons or parties except Livable Buckhead and Client and their respective successors and assigns. Nothing in this Agreement will be deemed to constitute the Parties as partners or joint venturers. Client is solely responsible for the payment of all wages, federal, state and local taxes and vendor or other third-party compensation and fees for the Event.

12.2 Entire Agreement and Amendments. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter herein and supersedes all previous agreements whether verbal or written. This Agreement may not be amended except by a written instrument executed by the Parties. If any term or condition is deemed to be invalid, void, or unenforceable, the remainder of this Agreement will continue in full effect.

12.3 Governing Law. This Agreement will be governed by and construed according to the laws of the State of Georgia notwithstanding any conflict of law's provisions.

12.4 Disputes. If any conflict, claim, issue or dispute ("Dispute") arises hereunder, the Parties will use good faith efforts to negotiate a business resolution for no less than thirty (30) days after the disputing Party notifies the other Party of the existence and nature of the Dispute before using any other remedy at law or equity. The Parties may agree to utilize the services of an independent mediator to facilitate resolution of the Dispute by non-binding mediation during the aforesaid period. Each Party is responsible for its own attorneys' fees, court costs and legal expenses, subject to an award to the prevailing Party by a court of competent jurisdiction in a final, non-appealable ruling.

12.5 Notices. All notices hereunder will be in writing and deemed given when delivered by the sending Party to the receiving Party either by a) express delivery at the address stated herein; or b) email with confirmation of delivery received by the sending Party from the receiving Party.

12.6 Headings. The section headings of this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.

12.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and that together are a single agreement.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have entered into this Agreement as of the Effective Date.

[CLIENT]

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

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

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

Date: \_\_\_\_\_

Livable Buckhead, Inc.

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

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

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

Date: \_\_\_\_\_

## Schedule A

### **Livable Buckhead Rules and Procedures**

684 Mountain drive is a public park, and visitors to them should be respectful of themselves, others, and park property. There are some specific regulations governing behavior in the park, we would like highlight. Those statements are presented below, followed by Specific rules and regulations.

- Reservation hours are from 6:00 a.m. until 11:00 p.m. daily.
- Report illegal activities to 911.
- Place all litter in receptacles.
- All pets must be on a leash in the park. Persons with pets must clean up after the pet.
- No horses or ponies are allowed in any park at any time.
- No vehicles allowed off paved roads or on closed park roads.
- No tents or canopies larger than 10' x 10' allowed without permits required by the city.
- No moonwalks, dunk tanks, or any equipment that calls for independent power.
- All games and activities that could damage the lawns are restricted.
- No glass containers allowed.
- No amplified music allowed (except by special permit).
- No selling of food or other items (except by special permit).
- No alcoholic beverages (except by special permit).
- Absolutely no drugs or illegal substances allowed on the property.

#### **Removal of canine fecal matter.**

It is unlawful for any person owning, possessing, harboring or having care, charge, control or custody of any dog not to remove any feces left by that dog on any sidewalk, gutter, street, lot or other public area. Dog waste shall be immediately removed by placing said matter in a closed or sealed container and thereafter disposing of it in a trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(a) This section shall not apply to visually impaired persons who have the charge, control, or use of a guide dog.

#### **Prohibited conduct.**

(a) No person shall do any of the following:

- (1) Climb or lie upon any tree, shrub, or fence.
- (2) Enter or leave the park except through established entrances or exits and within established time periods.
- (3) Use any area for changing clothing, other than an area designated for that purpose.
- (4) Disregard the notices, prohibitions, or directions on any park sign.
- (5) Disobey the lawful order of a police officer.
- (6) Place or display any sign or advertisement, except that this rule shall not apply to any signs or advertisements regarding any approved event by Livable Buckhead.
- (7) Play, practice, or otherwise participate in any game, sport or other recreational activity that is destructive to the lawn, plants, walls, road, or other infrastructure of the park, except at or upon places designated for that game, sport, or recreational activity. By way of example, these activities shall include but not be limited to wearing sneakers with cleats, playing rugby or volleyball, or skateboarding off park walls.
- (8) Knowingly, or through reckless behavior, destroy or damage the lawn, plants, walls, road, or other infrastructure of the park.
- (9) Drive stakes, posts, poles or any other device or dig holes for the purpose of securing stakes, posts, poles or any other device for any reason, including to erect a tent, stage or other structure, except by written permission from the Livable Buckhead and City of Atlanta if Applicable.
- (10) Bring in, erect, or permit a minor child in one's custody to bring in and/or erect any inflatable amusements, amusements requiring water, or any amusements requiring an independent power source, except during permitted special events and festivals.

- (11)** Erect a tent or canopy with a finished dimension greater than ten feet by ten feet or be in possession of an erected tent or canopy with the same dimensions, without receiving the written permission Livable Buckhead and of the Commissioner, as well as all other applicable permits if required.
- (12)** Bring in, carry, possess, or permit a minor child in one's custody to bring in, carry or possess, glass containers except for authorized vendors who shall retain and remove from the park all glass containers utilized in their activities.
- (13)** Bring in and abandon any animal in a park, including but not limited to cats, ducks, raccoons, opossums, and dogs.
- (14)** Hang any sign, banner, or any other item from a tree located in the park.
- (15)** Urinate or defecate in the park regardless of whether the location is in public view, including without limitation in or upon any park structure, except in permanent restrooms or portable lavatories open to the public. This rule shall not apply to individuals wearing diapers or who accidentally soil themselves. Soiled diapers must be wrapped tightly so that no waste can escape and must either be removed from the park or disposed of in a trash can.
- (16)** Enter or attempt to enter to any portion of a park that is closed to the public, unless providing city services as a city employee, contractor or subcontractor acting at the direction of the parks Commissioner or his designee.
- (17)** Enter or attempt to enter any portion of a park that is reserved for private use without express permission from the reservation holder.
- (18)** Store personal property.
- (19)** Use of off-road vehicles in the park and greenspaces to include all terrain vehicles and motorcycles, except motorcycles that remain upon roadways laid out and maintained for vehicular travel.

## Policy for Serving Alcohol at 684 Mountain Drive

### 1. **Permit Requirement:**

- Any event serving alcohol in 684 Mountain Drive Park must obtain the appropriate alcohol permit from the City of Atlanta. It is the responsibility of the event organizer to secure and display this permit during the event.

### • **Authorized Service:**

- Alcohol may only be served by individuals who are legally permitted to do so under Georgia law and have completed the required alcohol server training.

### • **Legal Drinking Age:**

- Alcohol may only be served to individuals who are 21 years of age or older. Valid identification verifying age must be checked before serving alcohol.

### • **Hours of Service:**

- Alcohol service must comply with the hours permitted by the City of Atlanta and stated in the alcohol permit.

### • **Security and Monitoring:**

- Adequate security must be provided to ensure compliance with alcohol laws and regulations, prevent underage drinking, and maintain order during the event.

### • **Noise and Disturbance:**

- Alcohol service must not contribute to excessive noise or disturbance, and amplified music or sound must comply with local noise ordinances.

### • **Liability and Insurance:**

- The event organizer must provide proof of general liability insurance that includes coverage for alcohol-related incidents, as per the requirements set by Livable Buckhead.

### • **Cleanup and Compliance:**

- The event organizer is responsible for ensuring that all alcohol-related waste is properly disposed of in designated trash bins provided by Livable Buckhead.
- All alcohol service must comply with federal, state, and local laws, as well as the policies and regulations of the City of Atlanta and Livable Buckhead.

### • **Violation of Policy:**

- Violation of this alcohol policy may result in the immediate cessation of alcohol service, removal from 684 Mountain Drive and possible legal consequences for the event organizer and participants.

**Schedule B**  
**Insurance and Liability**

**Insurance Liability Requirements:**

1. **General Liability Insurance:** The renter must maintain general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate. This insurance shall cover bodily injury, property damage, and personal injury arising from or connected with the use of the rented park space.
2. **Additional Insured:** Livable Buckhead shall be named as an additional insured on the renter's general liability policy. This coverage must include contractual liability coverage extending to the liabilities assumed under the rental agreement.
3. **Certificate of Insurance:** Prior to the event date, the renter must provide a certificate of insurance to Livable Buckhead, evidencing the coverage specified herein. The certificate must include a waiver of subrogation in favor of Livable Buckhead.
4. **Cancellation Notice:** The insurance policy shall include a provision requiring the insurance company to provide Livable Buckhead with at least 30 days' written notice in the event of cancellation, non-renewal, or material change to the policy.
5. **Compliance:** The renter shall comply with all other insurance-related requirements as may be requested by Livable Buckhead.
6. **Proof of Coverage:** Upon request, the renter agrees to provide copies of the insurance policy and any endorsements necessary to confirm compliance with these requirements.

**Note:** Failure to comply with these insurance requirements may result in the cancellation of the rental agreement and forfeiture of any fees paid.

