

RESOLUTION NO. 32861

A RESOLUTION AUTHORIZING THE WAIVER OF PARK RENTAL FEES FOR A TOTAL OF SEVENTEEN (17) DAYS IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS (\$19,000.00), WITH A DEPOSIT OF NINETEEN THOUSAND DOLLARS (\$19,000.00) AT MILLER PARK FOR CHATTANOOGA PRESENTS "NIGHTFALL" MUSIC SERIES ON THE FOLLOWING DATES: 5/1, 5/8, 5/15, 5/22, 5/29, 5/30, 6/5, 6/12, 6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31 FROM THE HOURS OF 2:00 PM TO 11:55 PM (ONE THOUSAND DOLLARS (\$1,000.00) PER DATE RENTAL/ONE THOUSAND DOLLARS (\$1,000.00) PER DATE DEPOSIT) AND THE FOLLOWING DATES FOR THE THREE SISTERS BLUEGRASS FESTIVAL AT THE CHATTANOOGA GREEN AND ROSS'S LANDING 10/2 AND 10/3 FROM THE HOURS OF 7:00 AM TO 11:55 PM AT (TWO THOUSAND DOLLARS (\$2,000.00) PER DATE RENTAL/TWO THOUSAND DOLLARS (\$2,000.00) PER DATE DEPOSIT), FOR A TOTAL OF SEVENTEEN (17) DATES AT ONE THOUSAND DOLLARS (\$1,000.00) PER DAY PER RENTAL LOCATION EQUALS NINETEEN THOUSAND DOLLARS (\$19,000.00) RENTAL FEES WAIVED WITH A DEPOSIT OF NINETEEN THOUSAND DOLLARS (\$19,000.00) DUE PRIOR TO THE FIRST EVENT DATE WITH A SIGNED LICENSE AGREEMENT ATTACHED.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the waiver of park rental fees for a total of seventeen (17) days in the amount of \$19,000.00, with a deposit of \$19,000.00 at Miller Park for Chattanooga Presents "Nightfall" music series on the following dates: 5/1, 5/8, 5/15, 5/22, 5/29, 5/30, 6/5, 6/12, 6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31 from the hours of 2:00 PM to 11:55 PM (\$1,000.00 per date rental/\$1,000.00 per date deposit) and the following dates for the Three Sisters Bluegrass Festival at the Chattanooga Green and Ross's Landing 10/2 and 10/3 from the hours of 7:00 AM to 11:55 PM at (\$2,000.00 per date rental/\$2,000.00 per date deposit), for a total of seventeen (17) dates at \$1,000.00 per day per rental location equals \$19,000.00 rental fees waived with a deposit of \$19,000.00 due prior to the first event date with a signed License Agreement attached.

ADOPTED: April 14, 2026

/mem

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into by and among the CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation of the State of Tennessee, N, (“Licensor”) and CHATTANOOGA PRESENTS for Miller Park for the “Nightfall Music Series” and the Chattanooga Green and Ross’s Landing “Three Sisters Bluegrass Festival” (“Licensee”).

WITNESSETH:

1. PREMISES. That in consideration of the covenants and agreements herein expressed and of the faithful performance by the Licensee of all such covenants and agreements, Licensor does hereby demise, License, and assign unto the Licensee and the Licensee does hereby rent and take as Licensee and assign all of the Licensor's interests and rights for the use of the real property lying in the City of Chattanooga, Hamilton County, Tennessee, known as the CHATTANOOGA GREEN & ROSS’S LANDING. The property is located at 140 Riverfront Parkway, Chattanooga Tennessee 37402, (Tax Map No.135K A 004.03 & 135K A 003), Licensee is responsible for any and all destruction of any portion of the Licensed Area by the general public or Licensee's invitees onto the Licensed Area during the duration of this Agreement.

LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSED AREA SHALL BE DELIVERED BY LICENSOR TO LICENSEE “AS IS,” “WHERE IS,” AND “WITH ANY AND ALL FAULTS,” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS OR IMPLIED), INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES AS TO THE MARKETABILITY AND FITNESS FOR USE OF ANY PARTICULAR PURPOSE, AND SHALL BE USED BY LICENSEE AT LICENSEE'S OWN RISK.

1

2. RENT. The City of Chattanooga shall sponsor this event by waiving the rental fees of **\$18,000.00** as set forth in Chattanooga City Code Chapter 26. The Licensee shall remain subject to all other financial obligations assumed by Licensee herein including deposit in the amount of **\$18,000.00** and the cost of any damages to said properties resulting from their use. The value of the deposit and venue fees combined are **\$36,000.00**. Venue fees and deposits are assessed in

accordance with the Park Fees Schedule established by Chattanooga City Code, Part II, Chapter 26, Section 26-24.

SUBMISSION OF INSURANCE CERTIFICATE, IN ACCORDANCE WITH PARAGRAPH 5, IS DUE WITHIN TEN (10) BUSINESS DAYS OF SIGNING THIS AGREEMENT.

3. SERVICES PROVIDED BY LICENSOR. Licensor agrees to provide the following services at no additional charge to Licensee:

- (i) All necessary equipment, materials, and labor needed for trash collection and removal provided by the department of Parks and Outdoors.
- (j) Access to park and park restrooms for the stated hours listed.

4. TERM. The term of this Agreement (the "License Term") shall be for the following dates and times AT THE CHATTANOOGA GREEN AND ROSS'S LANDING are requested as the following dates: OCTOBER 2nd and October 3rd from the hours of 7:00 am - 11:55 pm and another request for MILLER PARK May 1,8,15,22,29,30, June 5,12,19,26, July 3, 10, 17, 24, 31 from the hours of 2:00 pm - 11:55 pm. For the listed dates the Licensee shall have the right of use of the Licensed Area to produce the Nightfall Music Series at Miller Park and Three Sisters Bluegrass Festival at the Chattanooga Green and Ross's Landing. including, without limitation, exclusive advertising and sponsorship activities, various entertainment events, and artistic activities. During these periods of non-exclusive control, Licensee shall take all reasonable steps to avoid disruption of normal functions in the stated park spaces for the period of dates stated above.

2

Licensee shall have non-exclusive access to the Licensed Area for connection and disconnection of utilities and installation and disassembly of other facilities to support the Nightfall Music Series and Three Sisters Bluegrass Festival. 5. REPAIRS, MAINTENANCE, AND IMPROVEMENTS. This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Licensee hereby covenants and agrees to and with the Licensor to keep and perform;

(a) That the Licensee will cause the Licensed Area to be kept clean and generally cared for during said License Term, excepting as otherwise provided.

(b) Reservations and waivers of park fees are non-transferable. If a Licensee cannot hold the event, **they may not sub-lease the space**; the reservation must be surrendered to the City of Chattanooga Parks & Outdoors, which will either plan its own event or open the reservation to another entity.

(c) The refundable deposit of **\$18,000.00** is due to the City of Chattanooga prior to the first date stated in this agreement.

(d) The Licensee will acknowledge the City of Chattanooga as a sponsor of the event series by using the Chattanooga Parks & Outdoors and Chattanooga Arts, Culture, and Creative Economy logos in their promotional materials. Sharing to their social media channels for cross promotion. @chaparksdept @creativeeconcha

(e) Mandatory Reporting for Free Public Events: For events where admission is free to the public, the Licensee agrees to provide a comprehensive report to the City within two weeks of the single event date or post event series, This report must include:

- Total attendance and demographic information (for each event date)
- Total number of vendors and types of vendors present
- The Licensee's vendor selection process
- Total vendor sales figures
- A copy of the Licensee's 990

(d) Equipment Removal: All event infrastructure must be picked up. This includes signage, barricades, cones, speakers, temporary structures, and stages. For event series Pre-approved arrangements can be made for certain items. The park must be left free of Hazards and ready for normal daily operations.

(e) Compliance and Penalties: Failure to meet the site operations and cleanup standards Outlined will result in the following enforcement actions:

- **First Instance:** The Licensee will receive a formal warning

- Recurring Issues: Continued failure to comply may result in the re-evaluation of future reservations, including reservation can cancellation and/or deductions from the security deposit.

5. That Licensee will quit and surrender up said premises to the Licensor at the end of the License Term in the same condition as the date of the commencement of this License, ordinary use and anticipated wear thereof excepted, and excepting as otherwise provided in this License.

6. INDEMNITY, LIABILITY, AND LIABILITY INSURANCE. The Licensee shall provide a comprehensive liability insurance policy, naming the City of Chattanooga as additional insured to protect the Licensee and Licensor against all claims for injuries to members of the public and damage to property of others arising out of the use of the Licensed Area during the License Term. The liability limits shall not be less than:

Combined limits for personal injury (including death) and property damage of not less than \$1,000,000 per occurrence, with excess liability of \$4,000,000 per occurrence, for a combined coverage of \$5,000,000 per occurrence.

That the Licensee agrees to save the Licensor, their officials, agents, employees, volunteers, successors, and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort, including reasonable attorneys' fees, for damages on account of alleged personal injuries, injuries to property, violations of all laws, including but not limited to intellectual property laws and copyright laws, related to, or arising out of, the use of the Licensed Area by the Licensee or any of its exhibitors, officers, agents, employees, successors, assigns, licensees or independent contractors.

SEE INSURANCE CERTIFICATE IS REQUIRED IN ACCORDANCE WITH PARAGRAPH 2.

7. ASSIGNMENT OR SUBLETTING. The Licensee has represented to Licensor that it desires and does license the Licensed Area for the sole purpose of producing the **Scenic City Shakespeare** and for no other purpose and does therefore, covenant and agree not to assign this License or sublet the premises for any other purpose than the production of this event.

8. USE OF PREMISES. During the period of non-exclusive control herein defined, the Licensee shall have the duty of providing its own personnel to control the points of public access. The Licensee shall be solely responsible for controlling access to the Licensed Area.

9. ADDITIONAL LICENSEE OBLIGATIONS. The Licensee shall be solely responsible and shall make available reasonable facilities for the health, sanitation, fire, police, and utility services needed by the patrons of the event. This shall include, without limitation, the provision of adequate water, portable toilets, a first-aid station, emergency telephone or communication facilities, security guards, and fire protection.

10. CONCESSIONS/PERMITS. It is understood and agreed that Licensee may have concession booths for the sale of vendor items. The Licensee shall procure all necessary permits therefore and shall comply with all applicable laws and regulations including any Letters of Land Use, and permits required pertaining to the sales of beer and other alcoholic beverages for the use of its adult patrons (21+). Licensee specifically agrees to carefully monitor all sales or consumption of such alcoholic beverages to preclude the sale to use by minors or intoxicated persons.

11. Notices. Unless otherwise provided to the contrary, and except as to the return of this Agreement itself upon its being signed by Licensee, all notices required under this Agreement shall be deemed given when deposited in the United States Mail, postage pre-paid, addressed as follows:

LICENSEE:

Chattanooga Presents
400 East Main Street Suite 130
Chattanooga , Tn 37408
Attention: Carla Pritchard
Email: carla@chattanoogaapresents.com

LICENSOR:

City of Chattanooga /Arts, Culture, & Creative Economy
101 E. 11th Street, Suite 300
Chattanooga, TN 37402
Telephone: (423) 643-6886
Attention: Monica Kinsey
Email:mkinsey@chattanooga.gov

Copy to:

Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
Telephone: (423) 643-8250

12. BREACH OF CONTRACT. Any party shall have the right, in addition to any other rights or remedies available to such party at law or in equity, to terminate this Agreement upon written notice to any other party for any material breach of this Agreement. In the event of a material breach, the non-breaching party may terminate this Agreement five (5) days after notice of a material breach to the party allegedly guilty of a material breach has been received; provided that a party who has received notice of a material breach might cure the alleged breach (its curable) within five (5) days after receipt of notice of a material breach, and must then provide notice to the party alleging the material breach that the breach has been cured before that five (5) day period expires. If the party alleging the material breach continues to believe that the material breach has not been cured, it must provide notice to the other party that this Agreement will terminate at the expiration of the five (5) day period, as originally noticed, as well as a detailed explanation as to why it believes the cure of the breach is ineffective. Notwithstanding the foregoing, the non breaching party shall have the right, but not the obligation, to extend the cure period described above at its sole discretion, and such extension shall not be deemed a waiver of its rights contained herein. Notwithstanding the foregoing, if in the event of a material breach of this Agreement occurs within ten (10) days of any Event, the breaching party must seek to immediately cure such failure upon receipt of notice by the non-breaching party.

Upon termination of this Agreement due to Licensee's uncured material breach, Licensor may, upon prior notice to Licensee, safely enter the Licensed Area and instruct Licensee to remove all persons and property therefrom and Licensee agrees to comply with such instructions in the

safest and most efficient manner reasonably possible. Licensor agrees to allow Licensee the time necessary to remove all persons and property safely and efficiently.

Upon termination due to Licensor's uncured material breach, Licensee shall have the right to receive all monies paid to Licensor by Licensee prior to such cancellation, and to pursue all rights and remedies available at law and at equity.

If it should become necessary for any party to employ an attorney to assist any right or enforce any obligation under this Agreement, or any of them, such party shall be entitled to recover, in addition to other costs and expenses, the reasonable costs and charges of such attorney should such party be the prevailing party in any suit, claim or action.

13. COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS, AND EXECUTIVE ORDERS. Licensee will comply with all laws of the United States and of the State of Tennessee, all ordinances of the City of Chattanooga, all relevant resolutions of Hamilton County, Tennessee, and all rules and regulations of the police and fire departments or other municipal authorities of the City of Chattanooga and Hamilton County, Tennessee, and will obtain and pay for necessary permits and licenses, and will not do or suffer to be done anything on said premises during the License Term of this License in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of Licensee or of any person employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation. Licensee agrees to abide by all Executive Orders issued by both the Governor of the State of Tennessee and the Mayor of the City of Chattanooga related to COVID-19 (collectively, the "Executive Orders"). Additionally, Licensee agrees to submit a plan to Licensor five (5) business days prior to the first event that complies with the Executive Orders. Any changes to this plan must be submitted five (5) business days prior to the date which the

changes are scheduled to take place.

Licensee shall not, without express permission of Licensor, make any permanent improvements to the Licensed Area and such approval or disapproval shall not be unreasonably delayed or withheld.

14. NUISANCES. Licensee covenants and agrees not to create or suffer to be created or maintained on the Licensed Area any nuisances.

15. FORCE MAJEURE. The parties shall not be deemed to have defaulted or failed to perform under this Agreement if that party's default or inability to perform shall have been caused by an event or events beyond the control or without the fault of that party, including (without limitation), acts of God, acts of government, fire, flood, dangerous weather conditions, death, injury, or illness or headline talent and/or their immediate family or a substantial number of non heading talent, failure to obtain a required permit (provided such failure was not due to the acts or omissions of the applicable party), explosions, strikes, labor disputes, or sabotage, acts of war, or a public enemy, terrorist attacks, civil riots, or commotions, or acts of military authority, pandemic or epidemic (each a "Force Majeure Occurrence"). If the Force Majeure Occurrence continues more than sixty (60) days or otherwise materially affects a party's or parties' ability to present an event or meet a party's performance obligations as contemplated by this Agreement, the parties will negotiate in good faith as to whether this Agreement shall be terminated or otherwise modified to account for the Force Majeure Occurrence. In the event this Agreement is terminated due to a Force Majeure Occurrence, then (i) each party hereby waives any claim for damages or compensation from the other party by reason of such termination, and (ii) neither Party shall be liable to the other for failure to perform their obligations as a result of a Force Majeure Occurrence

and such obligations hereunder shall be fully excused without any additional obligations.

Notwithstanding anything to the contrary contained herein, in the event of a world war or global and/or domestic acts of terrorism or violence that results in the actual cancellation or postponement of (or recommendation to cancel or postpone), mass gatherings in the United States in close temporal proximity to the Licensed Area, the parties shall by mutual agreement have the right to cancel the Three Sisters Bluegrass Festival and may do so without incurring any liability or penalties whatsoever.

16. ENTIRE AGREEMENT. This Agreement contains all of the agreements between the parties herein and may not be modified in any manner unless by agreement in writing signed by the parties hereto or their respective successors in interest.

17. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

18. NON-DISCRIMINATION PROVISION. Licensee agrees to comply with all federal, state, and local non-discrimination provisions that the Licensor is under a duty to comply with under federal, state, or local law when utilizing this City facility. Licensee agrees not to discriminate against any participant on the basis of race, color, religion, sex, age, national origin, or another protected category. Licensee further agrees to comply with all federal, state, and local laws regarding treatment and accommodations for individuals with disabilities.

19. CANCELLATION. The Mayor or his designee may cancel this Agreement by delivering written notice to Licensee prior to any scheduled event.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on their respective behalf on this 23 day of March, 2026.

CHATTANOOGA PRESENTS

CITY OF CHATTANOOGA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____