

**AGREEMENT FOR  
VISUAL AND PERFORMING ARTS EDUCATION**

WHEREAS, the governing authority of Lumpkin County (the County) desires to provide Recreation services and training for the citizens of the County in accordance with its purpose to provide for the health, safety and welfare of its citizens; and,

WHEREAS, said governing authority has determined that there is an interest in visual and performing arts in the community such that training and guidance would be beneficial and enjoyable to those persons having such interest; and,

WHEREAS, the Dahlonega Arts Council, Inc., (DAC) a non-profit organization dedicated to educating the public concerning visual arts through, among other means, sponsoring classes, demonstrations and workshops; and,

WHEREAS, DAC is in need of a facility to enable it to reach more students and persons interested in the visual arts; and,

WHEREAS, the governing authority of Lumpkin County has a County building formerly used as a Cannery, but not actively in use at this time; and,

WHEREAS, the governing authority desires to enter into a contract with DAC to provide certain instruction in the creation and display of visual arts and performing arts, to include art appreciation, visual art creation and display through classroom presentations, demonstrations and workshops;

NOW, THEREFORE, in consideration of the use by DAC of the Premises as herein below set out, and the provision of certain specified services by DAC, the governing authority of Lumpkin County and the Dahlonega Arts Council, Inc., agree as follows:

1. Term. The term of this agreement shall run from January 1 until December 31 of the calendar year. It is understood by the parties hereto that the governing authority shall not, except as may be provided by law, contract for a period greater than one year, and this agreement shall be without any power of enforcement following December 31 of each year unless ratified by both the Dahlonega Arts Council, Inc., and the governing authority of the County.

a. The initial term shall be from the date of execution by both parties until December 31, 2015.

b. This agreement, unless terminated as provided herein, shall renew for an additional year for the period January 1, 2016, to December 31, 2017.

c. It is understood by the parties hereto that this agreement shall be without any power of enforcement following January 1, 2017, unless ratified by both the Dahlonega Arts Council, Inc., and the governing authority of the County.

2. The Premises. All references herein to "the premises," "the old Cannery building" or similar language shall refer to that structure located at 61 Enotah Street, being adjacent to the "old jail" historical site.

3. The Agreement. The County will contract with DAC to provide to local citizens instruction in the creation and display of visual arts, to include art appreciation, visual art creation and display through classroom presentations, demonstrations and workshops.

a. The County will provide, at no rental expense, the Premises for the use of DAC.

b. DAC, at no expense to the County, will pay all utility expenses. DAC shall also make such improvements as it deems appropriate, after approval by the County, and at no expense to the County. Any improvements shall be mutual agreement, be deemed fixtures to the real property and shall not be removed at such time as DAC vacates the building, except by written agreement between the parties.

c. DAC shall appoint an administrator to coordinate all programs conducted under the provisions of this agreement. This administrator shall have the power to speak on behalf of DAC and to approve all schedules and to commit use of DAC assets and resources for classes, workshops, displays and similar activities.

d. DAC shall provide an active artist as instructor for a period of not less than fifteen (15) hours per month for classes/instruction of visual arts as set out above, with all such instruction to be presented in programs approved by the Lumpkin County Parks and Recreation. The active artist conducting instruction or classes shall be subject to evaluation for attitude toward students and ability to provide a beneficial experience to the participants.

e. All equipment, supplies and training materials shall be supplied by DAC at no expense to the County unless otherwise agreed by Lumpkin County.

4. Special Provision - Alcoholic consumption on County Property. Members of the DAC have requested permission for consumption of alcoholic beverages for certain fund raisers and other communal events. This property is within the City of Dahlonega, and must conform to and operate under the rules and regulations as provided for such events. In addition, Lumpkin County will require sufficient notice to evaluate the request and to provide confirmation of consent as required by the City event permit; adequate notice shall be defined as notice in writing submitted to the Lumpkin County Clerk in writing not less than sixty (60) days prior to the first day of the month in which the event is being held.

5. Indemnification and Insurance. DAC shall indemnify and hold harmless Lumpkin County, its officers, elected officials and employees and agents from any loss or damage arising from the use of said Premises by DAC, or any claim arising from the execution of any provision of this agreement. DAC shall further provide for liability insurance in an amount not less than \$1,000,000.00, with the County as a named insured. (Please note that a copy of the policy, with

specific provision naming the County as an insured will be required on file. “Notice of Insurance” is not sufficient; a copy of the entire policy will be required.)

5. Termination. The County may terminate this agreement upon thirty days’ notice by the governing authority to the DAC coordinator. DAC agrees to cooperate in the event of such notice of termination, and agrees to waive any and all claims against the governing authority of Lumpkin County which it might have or which might arise as a result of such termination.

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

On Behalf Of: Dahlonega Arts Council, INC.

This agreement entered into by the duly authorized and appointed officers of the Dahlonega Arts Council, Inc., acting under the authority of a resolution passed by its general membership, a copy of said resolution being attached hereto and made a part hereof.

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

[CORPORATE SEAL]

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

Lumpkin County:

\_\_\_\_\_  
Chris Dockery, Chairman

Attest:

\_\_\_\_\_  
Kathleen C. Walker, Clerk