

**AGREEMENT BETWEEN LOTUS EATERS CLUB
AND THE CITY OF HAPEVILLE, GEORGIA
FOR FAÇADE IMPROVEMENTS**

This Agreement is made 04/03/2019 by and between the **City of Hapeville, Georgia** and **Lotus Eaters Club ("Contractor")** for Contractor to perform the following Façade Improvements:

Paint the mural presented in Exhibit A on the west side of 3418 Dogwood Drive, Hapeville, GA 30354 in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$11,200 (\$5,600 due at signing of this document and \$5,600 due at completion of the mural) for the work described in Exhibit A.

Contractor will provide all labor and materials required for completion of this project

Contractor shall commence and complete the work to be performed in compliance with the schedule required by Exhibit A and any amendments or deliverables extensions approved by the City of Hapeville.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against any and all liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) arising from Contractor's performance of its work performed under this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from all damages caused by Contractor's failure to comply with the terms set forth in this Agreement.

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Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any claims by laborers, subcontractors, or materialmen in connection with the work performed under this Agreement.

2. Assignment of Contract

Contractor agrees not to assign this Agreement without the written consent of the City of Hapeville.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree

that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - \$ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy. Cost of liability insurance shall be covered by the City of Hapeville.

6. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Contractor further agrees that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from the City of Hapeville.

7. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated.

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either

party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

THE CITY OF HAPEVILLE

CONTRACTOR

Alan Hallman, Mayor

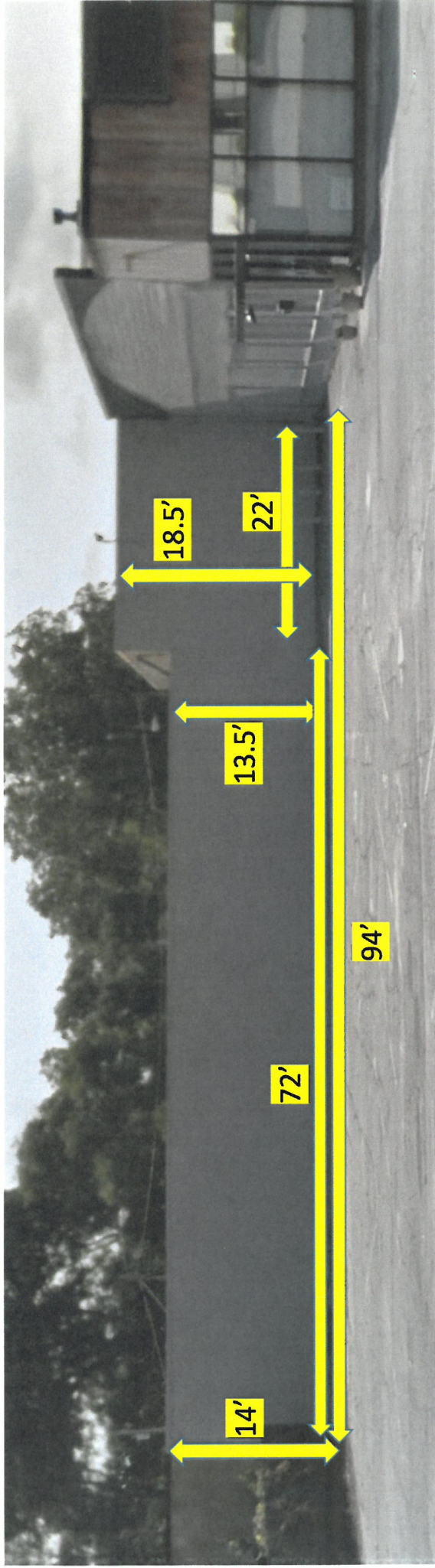


Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney



RISE HAPEVILLE

