

## Resolution 2024-R- Exhibit A

### City of Bellbrook Sugar Maple Festival Operation and Management Agreement

This Agreement including any and all Exhibits and Attachments constitutes the agreement by and between the City of Bellbrook Ohio a municipal corporation (“City”) and The Bellbrook Sugar Maple Festival Committee, Inc (“Committee) regarding the operation and management of the Bellbrook Sugar Maple Festival (“Festival”)

#### Recitals:

WHEREAS, the Bellbrook Sugar Maple Festival is a community event with a long-standing tradition; and

WHEREAS, planning, operation, and management of the Festival requires significant resources which are not available within the City structure; and

WHEREAS, The Bellbrook Sugar Maple Festival Committee, Inc is a community-centered charitable non-profit organization organized specifically to operate and manage the Festival with a significant history of success and give-back to the community; and

WHEREAS, operation of the Festival requires use of public streets, alleys and certain parcels and facilities owned by the City of Bellbrook; and

WHEREAS, the City recognizes it is in the best interest of the City of Bellbrook to hold the Bellbrook Sugar Maple Festival annually to be operated and managed by the Committee.

Now, therefore, in consideration of the mutual covenants and conditions herein contained, the City and the Committee agree as follows:

1. Services to be Performed by the Committee: The Bellbrook Sugar Maple Festival Committee, Inc will assist in the planning for and provide the operation and management of the Festival as agreed to between the parties and within this Agreement to include, but not be limited to:
  - a. Create a security plan including alcohol sales/consumption and crowd control measures
  - b. Create an operation and management plan for the Festival including, but not limited to the following:
    - i. Event schedule and anticipated budget
    - ii. Marketing and Festival announcements and outreach
    - iii. Required permits, licenses, and agreements
    - iv. Anticipated vendors, supplies, services and performers
    - v. Final event layout
  - c. Make arrangements for and execute contracts and agreements for the agreed to services on behalf of the Festival including vendors, supplies, services, performers, etc.
  - d. Conduct pre and post event activities including event set-up and tear-down, of facility and Festival spaces.

- e. Provide volunteer staffing adequate for the agreed to operation and management of the planned events during the Festival.
2. Responsibilities of the City: The City of Bellbrook holds the Festival as a benefit to the residents and community, and under the authority as a Charter City and as Resolved by City Council authorizes the use of city resources, public right of way and public facilities during the event in the best interests of Bellbrook residents. As such, responsibilities of the City to provide the ability of the Committee to operate and manage the Festival include but are not limited to:
  - a. Hold the authority to and authorize use of public right of way, public facilities and city resources for the operation of the Festival.
  - b. Authorize the agreed to operation and management plan prepared by the Committee for the Festival
  - c. Designate all members of the Committee as volunteers to the City for the Festival
  - d. Hold liability and insurance coverage for the Festival and volunteers
3. Liability Insurance: The City agrees to bear all costs and responsibilities for the actions related to the Festival including its personnel and volunteers. In addition, the City agrees to obtain and maintain comprehensive liability insurance coverage for the Festival.
4. Allocation of Funds/Proceeds and Management Fee: The City agrees that any and all proceeds earned from sales, donations, sponsorships, and any other Festival related proceeds shall be received by and maintained by the Committee in exchange for the cost of the Festival operations and management. Both parties understand proceeds may surpass direct expenses and it is in the benefit and best interest of the city for the Committee, as a charitable community-centered non-profit organization, to use and allocate those funds to further the charitable mission of the Committee. The city withholds the right to monitor or audit any financial transaction related to the Festival as it deems appropriate.
  - a. Should the City have any direct costs associated with the Festival not covered or paid by the Committee's fund such as licensing, permits, fees, etc. the City may recoup said costs from the Festival Proceeds. This does not include the cost of resources, personnel, or use of public right of way or facilities.
  - b. Should the Festival be cancelled, interrupted, or otherwise fail to generate proceeds to cover the costs expended or obligated, it shall not be the City's responsibility to cover those costs.
5. Compliance With Licenses, Permits, and Certifications: The Committee represents and warrants that all members and volunteers associated with the Festival shall comply with federal, state, and local laws requiring any required licenses, permits, certificates, or actions necessary to perform the services under this Agreement.
6. Assignment and Delegation: The Committee shall not assign rights or delegate any duties or performance of services under this Agreement to any other individual, organization or entity.
7. Severability: This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.
8. Governing Law: This Agreement shall be governed under the laws in the State of Ohio.
9. Option to Terminate: The City and Committee shall not have the right to terminate this Agreement unless there is reasonable cause to believe and written notice of:

- a. A material breach of the other party
  - b. Any act exposing the other party to liability to others for personal injury or property damage
  - c. Any criminal act conducted by a group or individual in the performance of duties related to this Agreement for the Festival
10. Termination for Cause: If a party commits a material breach of this Agreement, then the non-breaching party may terminate this Agreement for cause, so long as the non-breaching party first provides breaching party with a written notice of the breach and breaching party fails to cure the breach within ten (10) business days of receipt of the notice or, if the breach by its nature cannot reasonably be cured within ten business days, then non-breaching party may terminate if the breaching party fails to begin to cure the breach within ten business days of receipt of the notice and works diligently thereafter to cure the breach. Such termination will be without prejudice to any other rights and remedies that may be available to the non-breaching party. In addition, it shall be deemed as Cause for termination by either party if any act exposing the other party to liability to others for personal injury or property damage.
11. Force Majeure: Neither party will be responsible for any delay or failure in performance resulting from strike, lockout, failure of power, fire, acts of God, terrorism, riots, insurrection, war or other similar reason beyond the reasonable control of such party (“Force Majeure Event”). When either party has knowledge of any Force Majeure Event that will delay or affect its performance, such party will immediately notify the other party. The time for performing any obligation may be extended for a period equivalent to the period of such Force Majeure Event at the sole discretion of the City.
12. Entire Agreement: This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the City and the Committee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF BELLBROOK, OHIO**

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By:  
Its:

**THE BELLBROOK SUGAR MAPLE FESTIVAL COMMITTEE, INC**

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By:  
Its: