SAMPLE AGREEMENT

ART ON THE ATLANTA BELTLINE 2020 FAMILY PAINT DAY FACILITATOR SERVICES AGREEMENT

This ART ON THE ATLANTA BELTLINE 2020 FAMILY PAINT DAY FACILITATOR SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of ____________, 2020 (the “Effective Date”), by and between Atlanta BeltLine, Inc., a Georgia nonprofit corporation (“ABI”) located at 100 Peachtree Street, NW, Suite 2300, Atlanta, Georgia 30303, and ______________ , a resident of the State of Georgia (“Contractor”). Individually, ABI and Contractor may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the BeltLine TAD; and

WHEREAS, in performing its responsibilities in coordinating the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of Contractor to coordinate and facilitate the production of the 2020 Art on the Atlanta BeltLine Family Paint Day to be held on ______________ ___ , 2020; and

WHEREAS, Contractor possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Contractor will be engaged under this Agreement; and

WHEREAS, Contractor has agreed to perform said services and ABI has agreed to accept said services.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Contractor hereby agree as follows:
1. **Services to be Provided.** Contractor agrees to provide coordination and facilitation services in connection with the production of the Art on the Atlanta BeltLine 2020 Family Paint Day on __________ ___, 2020 (the “Services”). In connection with the Services, ABI and Contractor acknowledge and agree that ABI has engaged Contractor as an independent contractor, and not as an employee of ABI. Contractor is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Contractor shall be responsible for proper administration and payment of all taxes attributable to the work and/or services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. **Compensation.** In exchange for providing the Services, Contractor agrees to accept payment in the amount of XX,XXX and XX/100 DOLLARS ($XX,XXX.00) as full and final payment for the Services (the “Services Fee”). ABI will remit the Services Fee to Contractor within sixty (60) days of receipt of an approved invoice, and Contractor shall not be entitled to any additional fees, payments, or other compensation. Contractor consents to the terms and conditions described in this Agreement.

3. **Term.** The term of this Agreement shall be from the Effective Date through __________ ___, 2020 (the “Term”).

4. **Independent Contractor Status.** Contractor understands and agrees that because Contractor is an independent contractor and is not an employee of ABI, Contractor will not be entitled to any employee benefits, and that ABI will not provide Contractor with accident or medical insurance and is therefore not responsible for any accident or medical expenses Contractor incurs in the course of performing the Services. Contractor also understands that Contractor is not covered by workers’ compensation laws in connection with the Services.

5. **Assumption of Risk.** Contractor agrees that his/her/their performance of the Services may involve certain risks, including injuries or death from falls, inclement weather, or the acts of third parties or other unknown safety hazards, or property damage, and that there may be other risks not known to Contractor or not reasonably foreseeable at this time. Contractor knowingly and voluntarily assumes all of these risks, both known and unknown, even if arising from the acts of ABI, IA, and Atlanta BeltLine Partnership, Inc. (“ABP”) or their employees, agents, officers, directors, or volunteers, and assumes full responsibility for Contractor’s performance of the Services.

6. **Waiver.** Contractor hereby irrevocably and unconditionally releases, waives, covenants not to sue, and forever releases and discharges ABI, IA, ABP, their officers, directors, employees, agents, heirs, and assigns from any and all claims, liabilities, obligations, damages, costs, losses, debts, and expenses of any nature whatsoever (including attorney’s fees and costs) arising from or associated with Contractor and/or Contractor’s performance of the Services.

7. **Indemnification.** Contractor shall indemnify and hold harmless ABI, IA, ABP, their officers, directors, employees and agents from all suits, claims, actions, liens, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses, whether arising before or after the Effective Date of this Agreement and in any manner directly or indirectly attributable to or associated with Contractor and/or the Services, but only to the extent caused in whole or in part by any act or omission of Contractor, regardless of whether or not such suits,
claims, actions, liens, proceedings, debts, damages, liabilities, injuries, obligations, losses, demands, claims and expenses are caused by a party indemnified hereunder.

8. **Acknowledgment of Receipt of a Public Benefit.** Contractor acknowledges that by applying to provide the Services described herein, he or she has made an application for a public benefit. For immigration purposes, an affidavit must be collected from each and every applicant for a public benefit from ABI before the public benefit is given to the applicant by ABI. Therefore, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit A, in accordance with O.C.G.A. §50-36-1.

9. **Video and Photo Release.** Contractor hereby grants ABI the right to use, for any reasonable non-commercial purpose, any photographs and/or video footage of Contractor taken by ABI, its employees or agents, during Contractor’s performance of the Services, and agrees that ABI may use any statements (for marketing purposes) attributed to Contractor.

10. **Assignment.** Contractor shall not assign its rights, duties or obligations under this Agreement without the prior written consent of ABI.

11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Georgia.

12. **Severability.** Contractor agrees that if any portion of this Agreement is held invalid, the remaining provisions shall be binding and continue in full force and effect.

13. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTAINED ON NEXT PAGE.)
IN WITNESS WHEREOF, Contractor and ABI have executed this Agreement as of the Effective Date.

ATLANTA BELTLINE, INC.
a Georgia non-profit corporation

By: ______________________
    Clyde Higgs
    President and CEO

Attest:

By: ______________________
    Aasia Mustakeem, Assistant Secretary

CORPORATE SEAL

Approved as to form:

By: ______________________
    Michelle L. Thomas
    Assistant General Counsel

Funding Source: ABP, BL TAD, Fulton County, COA, NEA

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUE ON NEXT PAGE.)
CONTRACTOR

By: ______________________________
    Signature of Contractor

____________________________
    Printed Name of Contractor

Witness

Sworn to and subscribed before me
This ___ day of _____________, 2020.

________________________________
Notary Public

My commission expires: ______________________
    [NOTARY SEAL]

________________________________
Email Address of Contractor

________________________________
    Phone Number of Contractor
EXHIBIT A
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for an Art on the Atlanta BeltLine 2020 Family Paint Day Facilitator Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

1) ____________ I am a United States Citizen.

2) ____________ I am a legal permanent resident 18 years of age or older.

3) ____________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: ________________________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. The secure and verifiable document provided with this affidavit is:

____________________________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ______________ (city), ______________ (state).

______________________________         ____________________
Signature of Applicant                      Date

______________________________
Printed Name of Applicant

Sworn to and subscribed before me

This ____ day of ______________, 202__.

______________________________
Notary Public

My commission expires: ____________________ [NOTARY SEAL]