

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2007 - 134

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO A LICENSE AGREEMENT WITH ALPHA AND OMEGA INTERNATIONAL (aoi), LLC PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH THE "KINGDOM*FEST 2007" GOSPEL EVENT WILL BE CONDUCTED AT THE STADIUM AND VIP SUITE OF THE CLAYTON COUNTY INTERNATIONAL PARK; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT, AND OTHERWISE PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County has traditionally supported the work of various non-profit organizations, governmental agencies, and professional service providers located and conducting business in Clayton County for the benefit of the County's citizens; and

WHEREAS, Alpha and Omega International (aoi), LLC desires to sponsor on September 15, 2007 the "Kingdom*Fest 2007" gospel event, a one-day event to be held at the Stadium and VIP Suite of the Clayton County International Park and consisting of musical performances by gospel artists and groups; and

WHEREAS, Alpha and Omega International (aoi), LLC is qualified to organize, promote and manage the events; and

WHEREAS, the County deems it in the best interest of the County and the County will best be served by entering into the agreement with Alpha and Omega International (aoi), LLC.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF CLAYTON COUNTY AND IT IS HEREBY RESOLVED

Section 1. The Board of Commissioners authorizes Clayton County to enter into a License Agreement with Alpha and Omega International (aoi), LLC providing for organizing, promoting and managing the "Kingdom*Fest 2007" gospel event which will occur on September 15, 2007 at the Stadium and VIP Suite of the Clayton County International Park. The Board of Commissioners authorizes the Chairman to execute the agreement attached hereto as Attachment "A" and otherwise perform all other acts necessary to accomplish the intent of this Resolution.

Section 2. This Resolution shall be immediately effective upon approval by the Board of Commissioners.

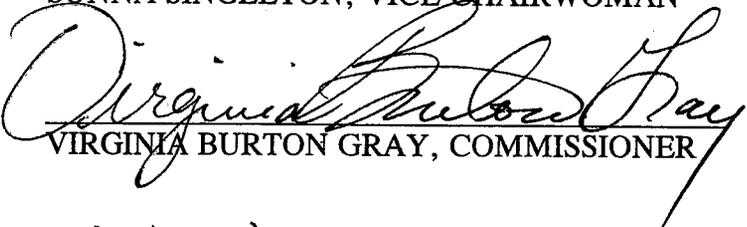
{SIGNATURES NEXT PAGE}

SO RESOLVED, this the 21st day of August, 2007.

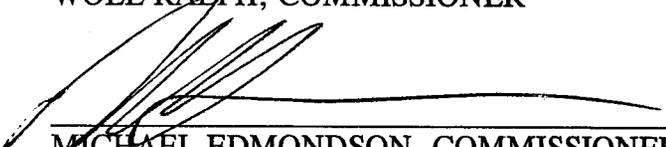
CLAYTON COUNTY BOARD OF COMMISSIONERS


EDRIN BELL, CHAIRMAN

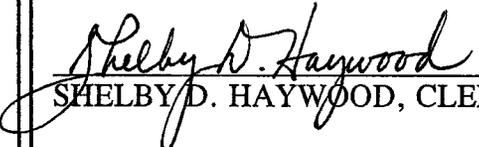

SONNA SINGLETON, VICE CHAIRWOMAN


VIRGINIA BURTON GRAY, COMMISSIONER

(Absent)
WOLE RALPH, COMMISSIONER


MICHAEL EDMONDSON, COMMISSIONER

ATTEST:


SHELBY D. HAYWOOD, CLERK

STATE OF GEORGIA
COUNTY OF CLAYTON

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of August, 2007, by and between CLAYTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Department of Parks and Recreation (the "County") and ALPHA AND OMEGA INTERNATIONAL (aoi), LLC, a Georgia limited liability corporation (the "Promoter"). The Promoter shall also be deemed to include any employee or agent of the Promoter performing services contemplated under this Agreement.

In consideration of the covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Rights.** The County hereby grants to the Promoter a license (the "License") to provide entertainment at the Stadium and VIP Suite located at the Clayton County International Park, Jonesboro, Georgia (the "Licensed Property").
2. **Use of Property and Hours of Operation.** The Licensed Property shall be used by the Promoter on September 15, 2007 for the purpose of holding the "Kingdom*Fest 2007" event which includes musical groups for entertaining the public (the "Event"). Hours of operation shall be from ten o'clock a.m. to eleven o'clock p.m., or such other times as the parties hereto may agree upon.
3. **Consideration.** The County shall receive from the Promoter a total of \$9,000.00, plus a security deposit of \$1,000.00, for use of the Licensed Property, personnel costs and miscellaneous costs, which include trash bags, clean-up, set-up and sound check, to be paid as follows: \$4,500.00 plus \$1,000.00 security deposit due upon acceptance of this Agreement by the Clayton County Board of Commissioners; the balance of \$4,500.00 for personnel costs due by 5:00 p.m. on September 1, 2007. The Promoter shall make the respective payments identified above by credit card, money order or cashier's check made payable to "Clayton County Board of Commissioners," if applicable, at the County's Department of Parks & Recreation Administrative Office at 2300 Highway 138, SE, Jonesboro, GA 30236.
4. **Advertisement/Promotions; Act Approval.** The Promoter shall be solely responsible for all advertising and other promotional efforts with respect to the provision of the entertainment contemplated herein and all other aspects of the Event. All musical groups to perform under this License and the form of the music to be played shall be pre-approved by the County.
5. **Responsibilities of the Promoter:** The Promoter shall provide or cause the provision of the musical entertainment involved in the Event in a manner consistent with the peace and good order of the community. The Promoter shall be responsible for full compliance with the County's noise ordinance. The Promoter shall further adhere to and abide by all applicable laws and regulations provided within the County Code of Ordinances, particularly Chapter 22, "Businesses" under Article X,

"Special Events"; and Chapter 66, "Parks and Recreation" including but not limited to Sections 66-6, 66-8, 66-14 through 66-21.

6. **Termination.** Either party hereto reserves the right to revoke, cancel, or terminate this License granted herein at any time, and for any reason, and from time to time with or without cause by providing the other party with 30 days written notice of its intent to take such action. If the County receives such notice to revoke, cancel, or terminate this License after August 21, 2007, the County shall keep the \$1,000.00 security deposit received from the Promoter, and shall return to the Promoter any other deposit funds within 30 days after such notice is received by the County. If the County receives such notice to revoke, cancel or terminate this License by or before August 21, 2007, the County shall return to the Promoter all deposit funds, including the \$1,000.00 security deposit, within 30 days after the notice is received.
7. **Reliance; Improvements.** The Promoter shall make no expenditure in reliance on this Agreement or the continued use of the License granted herein, and the Promoter shall not construct any improvements or place any fixtures on the Licensed Property, except as contemplated in this License, without the written consent of the County.
8. **Warranties and Representations.** The Promoter warrants and represents that all its employees are adequately trained and possess the necessary experience to conduct the promotions contemplated herein. The Promoter warrants and represents that all members of the musical groups possess the necessary talent and shall conduct themselves at all times in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals in the music industry.
9. **Independent Promoter Status.** The Promoter, its employees and subcontractors shall at all times be acting as independent contractors and not as employees of the County. The Promoter shall receive no other benefits except as provided in paragraph 3 above, nor will the County be responsible for the reporting of any income generated from the Promoter's operation.
10. **Indemnification.** The Promoter hereby agrees to and will indemnify, defend and hold the County harmless from and against any and all losses, claims and liabilities (including reasonable attorneys' fees) suffered or incurred by the County for any liability or alleged liability arising out of, relating to, or connected with the Promoter's use of, or operations upon the Licensed Property. The terms and conditions of this indemnification provision shall specifically survive the expiration or termination of this Agreement and not lapse or become unenforceable in any such event.
11. **Insurance.** The Promoter shall be required to maintain liability insurance in a minimum of \$1,000,000 with an aggregate of \$2,000,000 General Liability coverage and \$1,000,000 Auto Liability, as well as the Statutory limits for Workers' Compensation to cover any occurrence taking place on the County's Property during the time the Promoter has possession of the Licensed Property. The Promoter shall furnish the County a certificate of insurance showing the County as an additional named insured prior to the Event.

12. **Entire Agreement.** This License Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This License may not be assigned without the prior written consent of all parties. All amendments to or waivers of this Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (containing three pages including the signature page) to be signed as of the date first above written.

CLAYTON COUNTY, GEORGIA

Witness:

By: _____ (SEAL)
Eldrin Bell, Chairman
Clayton County Board of Commissioners

**ALPHA AND OMEGA INTERNATIONAL
(aoi), LLC**

Witness:

By: _____ (SEAL)
Jeffery D. Henderson, Founder and CEO