



SANDY SPRINGS

CITY CLERK'S OFFICE

PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chairperson

John Paulson
Steve Soteres
Chris Burnett
Jody Reichel
Tibby DeJulio
Andy Bauman

Tuesday, August 20, 2019

Public Facilities Authority

Following Work Session

SPECIAL CALLED MEETING OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (THE "AUTHORITY")

Studio Theatre

1. **PFA19-14** **CALL TO ORDER** – Chairperson Rusty Paul
2. **PFA19-15** **ROLL CALL** – Secretary Coty Thigpen
3. **PFA19-16** **APPROVAL OF MEETING AGENDA**
4. **PFA19-17** Approval of the July 16, 2019 Public Facilities Authority Meeting Minutes

NEW BUSINESS

5. **PFA19-23** Resolution of the City of Sandy Springs Public Facilities Authority to Appoint the Interim City Manager as Interim General Manager
(Presented by Chairperson Rusty Paul)
6. **PFA19-18** A Resolution to Adopt Rental Rates for the Sandy Springs Performing Arts Center, and for other purposes
(Presented by Jim Tolbert, Assistant City Manager)
7. **PFA19-19** A Resolution to Adopt Ticketing Fees for the Sandy Springs Performing Arts Center, and for other purposes
(Presented by Jim Tolbert, Assistant City Manager)



SANDY SPRINGS

CITY CLERK'S OFFICE

8. **PFA19-20** A Resolution to Adopt Operational Policies for the Sandy Springs Performing Arts Center, and for other purposes
(Presented by Jim Tolbert, Assistant City Manager)
9. **PFA19-21** Consideration of Approval of Amendments to the Leases for Police Department and Municipal Court
(Presented by Peggy Merriss, Interim General Manager)
10. **PFA19-22** **ADJOURNMENT**

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC
FACILITIES AUTHORITY TO APPOINT THE INTERIM CITY
MANAGER AS INTERIM GENERAL MANAGER OF THE CITY OF
SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**

WHEREAS, the bylaws of the City of Sandy Springs Public Facilities Authority (“Authority”) authorize the Authority to appoint a General Manager to have general charge of the business operations of the Authority and all of its dealings, subject to control of the Authority; and

WHEREAS, the Authority desires to appoint Peggy Merriss as Interim General Manager, to serve at the pleasure of the Authority.

NOW THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY AND IT IS RESOLVED BY AUTHORITY OF SAID AUTHORITY AS FOLLOWS:

Peggy Merriss is hereby appointed as Interim General Manager of the Authority pursuant to applicable provisions of the Authority’s bylaws.

APPROVED AND ADOPTED this 20th day of August, 2019.

Approved:

Russell K. Paul, Chairman

Attest:

Coty Thigpen, Secretary
(Seal)



SANDY SPRINGS

GEORGIA

TO: Peggy Merriss, Interim City Manager

FROM: James E. Tolbert, Assistant City Manager

DATE: August 14, 2019 for Submission onto the Agenda of the August 20, 2019 Public Facilities Authority Regular Meeting

ITEM: Adoption of new Rental Rates and Ticketing Fees and Policies for Operation of the Sandy Springs Performing Arts Center

Background

The Sandy Springs Performing Arts Center opened in August of 2018 and since that time has hosted a number of events including concerts, dinners, the City Springs Theater Company, opera and ballet. Based on the operation and hosting of these events we have determined that there needs to be an adjustment of our Rental Rates and Ticketing Fees to better cover our costs. The rates and fees were set based on estimates of operating costs and can now be adjusted based on actual costs.

Additionally we have determined a few areas where we need written policies in place to assure that we are providing equal access to the facility and that rates are determined in an equitable manner. The policies proposed for adoption include:

Booking Policy with Affiliate Definition

Policy for the Use of City Green

Policy for City Bar Usage

Catering Policy

Discussion

Following the terms of the tax exempt bonds issued for this project the PFA must adopt rental rates and policies that treat similar groups in the same fashion. To accomplish that goal the PFA created the definition of Affiliate Group and adopted rental rates that are organized for commercial and for non-commercial groups. The rental rates proposed for adoption are based on the actual cost of operating the PAC that have been experienced over the first year. One major change from the current rate structure is to move to an all-inclusive rate. This rate assumes the average level of staff and contractor services for each show and provides a flat rate that covers all of those services. It also eliminates in the non-commercial rate structure the

current 10% percent rule which states that the rent is the higher of the quoted daily rents or 10% of net ticket sales. This is industry standard for commercial rates but is not common for non-commercial rentals. The way this proposal is structured someone renting the facility will know in advance exactly what the rent will be and we can collect payment in advance. If they desire more services they will be provided a rate sheet that is included as a part of the proposal and they will sign in advance for those services at the agreed price.

Ticketing fees were also adopted prior to the season opening. Ticketing fees are in three parts.

Facility Fees – intended to provide funds for the long term maintenance and replacement of the property.

Convenience Fee – intended for payment of fees to the ticketing company, in this case Paciolan.

Order Fee – this was adopted and has never been used. We have not determined what it was intended to cover.

The proposed change to the Ticketing fees include increases in higher priced tickets of the facility fees. It includes and adjustment of the convenience fee to the amount charged by our ticketing software provider. And it eliminated the order fee. We also proposed adding the 2.75% credit card charge to the list of ticket fees. In almost all cases this is a reduction the total fees a purchaser will pay and if there is an increase it is slight.

One of the areas we have found that need improvement are in the policies that provide guidance to how the PAC should be operated. Therefore several new or updated policies are proposed.

Booking Policy – the booking policy guides when groups can place holds and enter contracts on the rooms and performance spaces in the PAC. Recent tax law guidance has changed the way we can think about booking and the attached policy reflects that guidance. The proposed booking policy provides each year the book will be opened for affiliated first and then for other groups after the affiliates have received holds for their dates. It also provides a priority selection process when more than one group desires the same dates. For the conference center the policy states that one-off events can be booked up to three years in advance.

Presenting Partner Policy – supporting the booking policy is the new policy for affiliates. This policy rebrands the Affiliates to Presenting Partners. This is a simple policy outlining the ways a group can achieve this status and the benefits and obligations of that status.

Policy for the Use of City Green – staff receives a lot of requests to use City Green. In order to give staff guidance for consistent answers the attached policy was drafted. It will allow for the occasional non-commercial free use of the green and provide for the rental of the space for events coordinated through the PAC staff.

Policy for City Bar Usage – this is as much a plan as a policy. Staff stopped the opening of City Bar as strictly a bar and has been using it for concessions only. We would like to begin marketing

the Bar and using it on a more frequent basis. Again, staff has learned where to reduce costs so this can be done more effectively.

Catering policy – to be successful with our Food and Beverage services the PAC team should provide the food in almost all cases. Staff has done a good job of adjusting pricing to recover costs and at the same time provide a competitive product to the community. To be successful full use needs to be made of the kitchen and the F&B staff. However, it is recognized that there are some occasions, particularly for ethnic meals, when the customer has a legitimate reason to provide their own food. The attached policy will provide the guidelines to allow outside catering on a limited basis and to provide for a buyout when that is requested. This is common industry practice.

Recommendation

Staff recommends adoption of the three attached resolutions to approve rental rates for the Performing Arts Center, to approve revised ticketing fees, and to adopt policies for the operation of the Performing Arts Center.

Attachments

1. Resolution to Adopt Rental Rates
2. Resolution to Adopt Ticketing Fees
3. Resolution to Adopt Policies for the Performing Arts Center Operations

STATE OF GEORGIA
COUNTY FULTON

**A RESOLUTION TO ADOPT RENTAL RATES FOR THE SANDY SPRINGS PERFORMING ARTS CENTER,
AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs Public Facilities Authority (“Authority”) owns certain property at the development known as “City Springs”, which includes the Sandy Springs Performing Arts Center (“PAC”); and

WHEREAS, the Authority has previously adopted policies to govern the maintenance, use and operation of the facilities at City Springs; and

WHEREAS, City staff have reviewed operations and conducted research regarding rental rates to be charged for the use of PAC facilities; and

WHEREAS, City staff have determined certain categories of users should be charged rental rates based on the technical requirements of their usage and other costs to the City, and have made their recommendations to the Authority; and

WHEREAS, the Authority has reviewed the recommendations of City staff and now desires to take action on same.

NOW THEREFORE, BE IT RESOLVED by the members of the City of Sandy Springs Public Facilities Authority while in session on August 20, 2019 at 6:00 p.m., that the following rental rates be adopted for application at the Sandy Springs Performing Arts Center:

See Exhibit “A”, attached hereto and incorporated herein by reference.

The General Manager and the Attorney for the Authority are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 20th day of August, 2019.

Approved:

Russell K. Paul, Chairman

Attest:

Coty Thigpen, Secretary
(Seal)

EXHIBIT "A"

BYERS THEATRE Rental Rates

COMMERCIAL

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 6,400.00	\$ 8,000.00
Ticketed Event Day (2 Performances)	\$ 8,000.00	\$ 10,000.00
Non-Ticketed Event Day	\$ 5,600.00	\$ 7,000.00
Non-Performance Load-In Day	\$ 2,800.00	\$ 3,500.00
Dark Day- No Space Access	\$ 960.00	\$ 1,200.00
Byers Lobby (for exclusivity)	\$ 1,600.00	\$ 2,000.00
Rehearsal Room (for exclusivity)	\$ 520.00	\$ 650.00
ParkView Lounge (for exclusivity)	\$ 520.00	\$ 650.00

NONPROFIT (30% Discount from Commercial Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 4,480.00	\$ 5,600.00
Ticketed Event Day (2 Performances)	\$ 5,600.00	\$ 7,000.00
Non-Ticketed Event Day	\$ 3,920.00	\$ 4,900.00
Non-Performance Load-In Day	\$ 1,960.00	\$ 2,450.00
Dark Day- No Space Access	\$ 672.00	\$ 840.00
Byers Lobby (for exclusivity)	\$ 1,120.00	\$ 1,400.00
Rehearsal Room (for exclusivity)	\$ 364.00	\$ 455.00
ParkView Lounge (for exclusivity)	\$ 364.00	\$ 455.00

PRESENTING PARTNERS (35% Discount from Nonprofit Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 2,912.00	\$ 3,640.00
Ticketed Event Day (2 Performances)	\$ 3,640.00	\$ 4,550.00
Non-Ticketed Event Day	\$ 2,548.00	\$ 3,185.00
Non-Performance Load-In Day	\$ 1,274.00	\$ 1,593.00
Dark Day (for exclusivity)	\$ 437.00	\$ 546.00
Byers Lobby (for exclusivity)	\$ 728.00	\$ 910.00
Rehearsal Room	\$ -	\$ -
ParkView Lounge (for exclusivity)	\$ 282.00	\$ 296.00

The Byers Lobby and the Parkview Lounge are available for use during all performances. Exclusive use of these spaces may require an additional fee.

Some specialized equipment may require additional fees and labor.

**CITYBAR.
COMMERCIAL**

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
CityBar. Only	\$ 1,600.00	\$ 2,000.00
CityBar. + 1 Theatre Space	\$ 1,200.00	\$ 1,500.00
CityBar. + Both Theatres	\$ 800.00	\$ 1,000.00

NONPROFIT (20% Discount from the Commercial Rate)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
CityBar. Only	\$ 1,280.00	\$ 1,600.00
CityBar. + 1 Theatre Space	\$ 960.00	\$ 1,200.00
CityBar. + Both Theatres	\$ 640.00	\$ 800.00

**STUDIO THEATRE Rental Rates
COMMERCIAL**

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 4,000.00	\$ 5,000.00
Ticketed Event Day (2 Performances)	\$ 5,760.00	\$ 7,200.00
Non-Ticketed Event Day	\$ 3,200.00	\$ 4,000.00
Non-Performance/Event Day	\$ 2,000.00	\$ 2,500.00
Studio Lobby (for Exclusivity)	\$ 1,200.00	\$ 1,500.00

NONPROFIT (10% Discount from Commercial Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 3,600.00	\$ 4,500.00
Ticketed Event Day (2 Performances)	\$ 5,184.00	\$ 6,480.00
Non-Ticketed Event Day	\$ 2,880.00	\$ 3,600.00
Non-Performance/Event Day	\$ 1,800.00	\$ 2,250.00
Studio Lobby (for Exclusivity)	\$ 1,080.00	\$ 1,350.00

PRESENTING PARTNER (10% Discount from Nonprofit Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 3,240.00	\$ 4,050.00
Ticketed Event Day (2 Performances)	\$ 4,666.00	\$ 5,832.00
Non-Ticketed Event Day	\$ 2,592.00	\$ 3,240.00
Non-Performance/Event Day	\$ 1,620.00	\$ 2,025.00
Studio Lobby (for Exclusivity)	\$ 972.00	\$ 1,215.00

The Studio Lobby is available for use during all performances.
 Exclusive use of these spaces may require an additional fee.
 Some specialized equipment may require additional fees and labor.

CONFERENCE CENTER Rental Rates

COMMERCIAL

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
1/3 Terrace Meeting Room	\$ 800.00	\$ 1,000.00
2/3 Terrace Meeting Room	\$ 960.00	\$ 1,200.00
Terrace Meeting Room	\$ 1,200.00	\$ 1,500.00
TMR A + City View Terrace	\$ 1,600.00	\$ 2,000.00
Terrace Meeting Room + City View Terrace	\$ 2,000.00	\$ 2,500.00
Meeting Room A	\$150/first hr, \$35/add'l hrs	\$150/first hr, \$35/add'l hrs
Meeting Room B	\$125/first hr, \$35/add'l hrs	\$125/first hr, \$35/add'l hrs
Meeting Room C	\$100/first hr, \$35/add'l hrs	\$100/first hr, \$35/add'l hrs
Meeting Room D	\$75/first hr, \$35/add'l hrs	\$75/first hr, \$35/add'l hrs
Meeting Room E	\$50/first hr, \$35/add'l hrs	\$50/first hr, \$35/add'l hrs
City Green	\$ 2,800.00	\$ 3,500.00

NONPROFIT

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
1/3 Terrace Meeting Room	\$ 640.00	\$ 800.00
2/3 Terrace Meeting Room	\$ 768.00	\$ 960.00
Terrace Meeting Room	\$ 960.00	\$ 1,200.00
TMR A + City View Terrace	\$ 1,280.00	\$ 1,600.00
Terrace Meeting Room + City View Terrace	\$ 1,600.00	\$ 2,000.00
Meeting Room A	\$125/first hr, \$30/add'l hrs	\$125/first hr, \$30/add'l hrs
Meeting Room B	\$100/first hr, \$30/add'l hrs	\$100/first hr, \$30/add'l hrs
Meeting Room C	\$75/first hr, \$30/add'l hrs	\$75/first hr, \$30/add'l hrs
Meeting Room D	\$50/first hr, \$30/add'l hrs	\$50/first hr, \$30/add'l hrs
Meeting Room E	\$30/first hr, \$30/add'l hrs	\$30/first hr, \$30/add'l hrs
City Green	\$ 2,240.00	\$ 2,800.00

City Springs Rental Rate Policy

Effective Season 2

Rental Types in the Byers Theatre

Ticketed Live Performance Event Day (1 Performance)

Events with live production requirements. Includes access to all Byers lobby space, front of house restrooms, ParkView Lounge, all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms for one performance or showtime.

Ticketed Live Performance Event Day (2 Performances)

Events with live production requirements. Includes access to all Byers lobby space, front of house restrooms, ParkView Lounge, all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms for two performances or showtimes. Additional performances or showtimes over two will incur additional costs.

Ticketed Non-Live Event Day (1 Event)

Events with no live production requirements. Includes access to all Byers lobby space, front of house restrooms, ParkView Lounge, all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms for one performance or showtime.

Ticketed Non-Live Event Day (2 Events)

Events with no live production requirements. Includes access to all Byers lobby space, front of house restrooms, ParkView Lounge, all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms for two performances or showtimes. Additional performances or showtimes over two will incur additional costs.

Non-Ticketed Event Day

Events with no open, public ticketing or restricted access and no live production beyond basic audio, visual, or video. Includes access to all Byers lobby space, front of house restrooms, ParkView Lounge, all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms for up to 8 hours.

Non-Event/Load-In Day

Events with any production requirements on non-performance days. Includes access to all three levels of the house, Byers Theatre booth, all backstage space, rehearsal room, dressing rooms, green room, production offices, PAC dock space, and trap level restrooms.

Dark Day- No Space Access

Days there will be no space access required but an event or production has not loaded-out of the space.

Byers Lobby

Access to the main (Loge Level) lobby and Balcony lobby.

Rehearsal Room

Access to the backstage hallway through the Byers Theatre front of house elevator and the rehearsal room only.

ParkView Lounge

Access to the ParkView Lounge through the main Byers Theatre entrance and lobby elevator only.

Rental Types in the Studio Theatre

Ticketed Event Day (1 Performance)

Events with live production requirements. Access to Studio Theatre lobby, restrooms, Studio Theatre house, Studio Theatre dressing rooms (2), Studio Theatre green room, Studio Theatre booth, backstage council chambers/holding area for one performance or showtime.

Ticketed Event Day (2 Performances)

Events with live production requirements. Access to Studio Theatre lobby, restrooms, Studio Theatre house, Studio Theatre dressing rooms (2), Studio Theatre green room, Studio Theatre booth, backstage council chambers/holding area for two performances or showtimes. Additional performances or showtimes over two will incur additional costs.

Non-Ticketed Event Day

Events with no open, public ticketing or restricted access and no live production beyond basic audio, visual, or video. Access to Studio Theatre lobby, restrooms, Studio Theatre house, Studio Theatre dressing rooms (2), Studio Theatre green room, Studio Theatre booth, backstage council chambers/holding area for up to 8 hours.

Non-Event/Load-In Day

Events with any production requirements on non-performance days. Access to Studio Theatre house, Studio Theatre dressing rooms (2), Studio Theatre green room, Studio Theatre booth, backstage council chambers/holding area.

Dark Day- No Space Access

Days there will be no space access required but an event or production has not loaded-out of the space.

Studio Lobby

Access to Studio Theatre lobby and lobby restrooms through the front entrance only.

Other Rental Types

CityBar.

Access to CityBar. dining area (in front of the bar only, no kitchen access) for up to 8 hours. Half day rates equal to 50% of the full rate available for 4 hours or less. *Note: The use of CityBar. for Byers Theatre or Studio Theatre events is at the sole discretion of PAC Management. If a client wishes to use the space during an event in either theatre, rental rates will apply.*

City Green

Access to all green space, surrounding hardscape, outdoor restrooms, and outdoor stage. Access to any roads (Galambos Way, Mt. Vernon Highway, Blue Stone Rd.) require additional rental. Access to the Splash Pad must remain available to the public and cannot be restricted in any way by an event. Access to all Parking Deck pop-ups must remain available to the public and cannot be restricted in any way by an event. Please see an event manager for approved fencing plans.

Conference Center

All conference center rental rates are for the rented space only with access through City Hall lobby and the main elevator bank or staircase. Restrooms on the floor are open to all events taking place on the floor at any given time and hallway areas are not rentable. To

ensure sole use of the conference center, all event spaces must be rented at their given rates.

At least one section of Terrace Meeting Room (TMR A) must be rented for events taking place on City View Terrace to allow access to the outdoor space.

When City View Terrace is not rented for events on the conference center, access is open to any events on the floor and no event services can take place in the outdoor area. If excessive use occurs during an event, additional cleaning fees may apply.

Event Services

All Rental Rates for the City Springs Conference Center and *non-ticketed* Performing Arts Center (Studio Theatre, Byers Theatre, City Green) events include the following:

- No more than 8 total contracted hours in the space inclusive of load-in, load-out, and two 1-hour crew breaks. See additional hourly rates for the cost of extra time above 10 *working* hours. All hours must be scheduled at the time of contracting. Any changes to the schedule after contracting is complete may have associated fees.
- Event coordination.
- All labor required to set-up the room. If any changeover is required mid-event, there may be an additional cost.
- General housekeeping for the duration of the event for all rented spaces. Additional cleaning charges may apply for messes outside of general cleanup such as confetti and for any public or unrented spaces that get heavily used (hallways, etc.).
- All furniture and equipment the Sandy Springs Performing Arts Center owns, dependent on availability.
- Three event planning site visits.
- Ten Parking Deck Validations. Additional parking validation can be purchased

All Rental Rates for *ticketed* events at the Sandy Springs Performing Arts Center (Studio Theatre, Byers Theatre) include the following:

- No more than 10 total contracted hours in the space inclusive of load-in, load-out, and two 1-hour crew breaks. See additional hourly rates for the cost of extra time above 10 *working* hours. All hours must be scheduled at the time of contracting. Any changes to the schedule after contracting is complete may have associated fees.
- Event coordination.
- All labor required to set-up non-theatrical spaces. If any changeover is required mid-event, there may be an additional cost. This does not include any technical load-ins or set-ups.
- General housekeeping for the duration of the event for all rented spaces. Additional cleaning charges may apply for messes outside of general cleanup such as confetti and for any public or unrented spaces that get heavily used (hallways, etc.).
- All furniture and equipment the Sandy Springs Performing Arts Center owns, dependent on availability.

- Ten Parking Deck Validations per day a space is rented. For events days with more than one performance, ten Parking Deck Validations per show/event will be included. Additional parking validations can be purchased.
- Staff for up to three access points in Byers Theatre, and up to two in Studio Theatre. This is ticket scanners, bag checkers, and wanders. If additional points of access are requested, there will be additional charges.
- Eight hours per day a space is rented of a door guard to assist with access to the building. This can be eight consecutive hours or broken into two 4-hour periods of time. 4-hour minimums apply when scheduling.
- Staff Floor Supervisor.
- Up to 21 Volunteer Ushers.
- One House Manager.
- One Police Officer
- One Production Supervisor in Studio Theatre.
- One Lighting technician in Byers Theatre.
- One Sound technician in Byers Theatre.

Additional Service Rates

Please see your event manager for additional available event service rates.

Hourly Rental Rates

Rates are only applicable to time being added to a base daily rental rate and include one event coordinator. Any additional staff including Food and Beverage staff will be an additional charge. Nonprofits receive a 15% discount on additional hourly rental rates.

Terrace Meeting Room 6AM-11:59PM	\$100 per hour
1/3	\$60 per hour
2/3	\$75 per hour
TMR A + City View Terrace	\$125 per hour
TMR + City View Terrace	\$150 per hour
Terrace Meeting Room 11:59PM-6AM	\$150 per hour
1/3	\$110 per hour
2/3	\$125 per hour
TMR A + City View Terrace	\$175 per hour
TMR + City View Terrace	\$200 per hour
Studio Theatre 6AM-11:59PM	\$200 per hour
Studio Theatre 11:59PM-6AM	\$250 per hour
Byers Theatre 6AM-11:59PM	\$200 per hour
Byers Theatre 11:59PM-6AM	\$250 per hour

Event Coordinator/Supervisor/Attendant \$13.50 per hour per person, 4-hour minimum

- One required at all times a client has access to the building
- Help greet and direct guests
- Help with load-ins and set-ups
- Help with load-outs and tear-down

- Help with Audio Visual set-up on the Conference Center
- Allow access to the building

Door Guard

\$18.00 per hour per person, 4-hour minimum

- Monitors any access point to the building that is being used continually as a stage door or cast/crew entrance
- Required for any point of access to the building that will be used for an extended amount of time

Additional Point of Access for patrons

\$200 per show

- One Ticket Taker
- One Bag Checker
- One Wander

RESOLUTION NO. 2019-XX-XX

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO ADOPT TICKETING FEES FOR THE SANDY SPRINGS PERFORMING ARTS CENTER,
AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs Public Facilities Authority (“Authority”) owns certain property at the development known as “City Springs”, which includes the Sandy Springs Performing Arts Center (“PAC”); and

WHEREAS, the Authority has previously adopted policies to govern the maintenance, use and operation of the facilities at City Springs; and

WHEREAS, City staff have reviewed operations and conducted research regarding fees to be charged for tickets to events at the PAC; and

WHEREAS, City staff have determined certain categories and amounts of fees should be charged for tickets to events at the PAC, and have made their recommendations to the Authority; and

WHEREAS, the Authority has reviewed the recommendations of City staff and now desires to take action on same.

NOW THEREFORE, BE IT RESOLVED by the members of the City of Sandy Springs Public Facilities Authority while in session on August 20, 2019 at 6:00 p.m., that the following ticketing fees be adopted for application at the Sandy Springs Performing Arts Center:

See Exhibit “A”, attached hereto and incorporated herein by reference.

The General Manager and the Attorney for the Authority are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 20th day of August, 2019.

Approved:

Russell K. Paul, Chairman

Attest:

Coty Thigpen, Secretary
(Seal)

RESOLUTION NO. 2019-XX-XX

EXHIBIT "A"

Price Band	Total Fees as % of Total Price	Facility Fee (Per ticket)	Processing/ Convenience Fee (Per ticket)	Total Fees
\$5 - \$20.99	11%	\$1.00	\$1.50	\$2.50
\$21 - \$34.99	9%	\$1.00	\$2.50	\$3.50
\$35 - \$49.99	11%	\$3.00	\$3.00	\$6.00
\$50-\$64.99	8%	\$3.00	\$3.00	\$6.00
\$65-\$79.99	7%	\$3.00	\$3.00	\$6.00
\$80 - \$94.99	6%	\$3.00	\$3.00	\$6.00
\$95 - \$119.99	6%	\$5.00	\$3.00	\$8.00
> \$120	5%	\$5.00	\$3.00	\$8.00

- Each Ticket sold using a credit card will be assessed a 2.75% credit card fee.
- When ticket prices for an event span multiple price bands, the respective fees will be applied to each different price level accordingly.
- Tickets sold through a third party system will be assessed a \$3 facility fee per ticket at settlement.

RESOLUTION NO. 2019-XX-XX

**STATE OF GEORGIA
COUNTY FULTON**

A RESOLUTION TO ADOPT OPERATIONAL POLICIES FOR THE SANDY SPRINGS PERFORMING ARTS CENTER, AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs Public Facilities Authority (“Authority”) owns certain property at the development known as “City Springs”, which includes the Sandy Springs Performing Arts Center (“PAC”); and

WHEREAS, the Authority has previously adopted policies to govern the maintenance, use and operation of the facilities at City Springs; and

WHEREAS, the Authority now desires to further establish and set policies for operations at the PAC, including without limitation policies for booking, catering, City Bar and City Green; and

WHEREAS, City staff have worked to research policies to fit the needs of the PAC and the community, and have made their recommendations to the Authority; and

WHEREAS, the Authority has reviewed the recommendations of City staff and now desires to take action on same.

NOW THEREFORE, BE IT RESOLVED by the members of the City of Sandy Springs Public Facilities Authority while in session on August 6, 2019 at 6:00 p.m., that the following policies be adopted for application at the Sandy Springs Performing Arts Center:

See Exhibit “A”, attached hereto and incorporated herein by reference.

The General Manager and the Attorney for the Authority are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 6th day of August, 2019.

Approved:

Russell K. Paul, Chairman

Attest:

Coty Thigpen, Secretary
(Seal)

RESOLUTION NO. 2019-XX-XX

EXHIBIT "A"



Presenting Partner Policy

The Sandy Springs Performing Arts Center maintains formal relationships with several Atlanta-area arts organizations that perform regularly as part of the presented season. A “Presenting Partner” is a community organization that helps fulfill the goal of providing cultural diversity of the arts in performances/events. This includes, but is not limited to film, live theatre, ballet, symphony, etc. Presenting Partners bring events to the Performing Arts Center (“PAC”), helps to create a diverse season of events and develops a recurring, stable ticket base on a regular basis. Only a limited number of partners will be selected. In order to provide event diversity in each season, Arts Center Management has the right to source new partners when a position is available.

In order to receive Presenting Partner Status, an organization must meet the following criteria:

- Be a non-profit organization with a current 501(c)3 status
- Be able to program a minimum of ten event says per season at the performing arts center
- Produce at least fifty percent (75%) of its own artistic content each year or provide artistic engagement through its presentations that provides a high quality of social and cultural understanding
- Demonstrate the capacity to successfully produce arts programming in accordance with industry standards
- Demonstrate a history of financial stability as an organization or acceptable future planning
- Conduct its business and operations in accordance with accepted community standards, morals and values

Benefits of Presenting Partners

- Will receive event date holds in accordance with the Booking Policy for Presenting Partners
- Will be offered flexible deposit schedules
- Standard marketing features as described by the marketing rates schedule
- Some additional marketing rates will be offered at a discounted rate
- Discounted rental rates in accordance with the Rental Rates Policy
- Production and technical advising when needed
- Receive a discounted rate for additional hourly rental rates

Obligations of Presenting Partners

- Event branding as a part of the Sandy Springs Performing Arts Center season
- Be an active participant in the annual season announcement party and at least one other annual arts center event
- Provide a leading role in the marketing for the Presenting Partner’s events, including prominent visibility of The Sandy Springs Performing Arts Center and the City of Sandy Springs
- Participate, with at least one event, in the center’s educational outreach program at no cost, maybe have



Booking Policy
Sandy Springs Performing Arts Center
(Byers Theatre/Studio Theatre)

Date Requests

In order to officially request a date for an event at the Byers Theatre or the Studio Theatre at City Springs (together, "PAC"), a potential client must submit a booking request, in compliance with requirements of PAC management ("Management"). In some cases, based on event requirements, an additional application for license or other documentation may be required. Upon receipt of a compliant booking request, the potential client will be granted a hold for the requested date, pending availability and approval.

Performance Season

Bookings in the PAC are based on an annual performance season that begins on September 1 of any year and concludes on August 31 of the following year.

Booking Priorities

Bookings will be prioritized as follows:

Presenting Partners: Bookings will open on June 1 of a calendar year and close on June 15 for the annual performance season that begins in September of the following year. Bookings for Season 3 (begins September 1, 2020) will open on August 20, 2019 and close on September 10, 2019.

Event confirmations will be prioritized as follows:

- 1st priority: multi-week/multi-performance events
- 2nd priority: week-long performance events
- 3rd priority: multiple performance events (two or more)
- 4th priority: single performance events

Presenting Partners will be presented contracts by December 15 of each calendar year. Contracts must be signed and returned to Management by the following January 15 or the dates requested will be released for reassignment.

City Programming: City programming will occur simultaneously with the Presenting Partners. All programming for the following season will be complete by February 1 of a calendar year for the annual performance season that begins in September of the following year.

Other Rentals: As City Programming and Presenting Partner events are confirmed for each month of the season, the months that are complete will be opened to other rentals.

Holds

All holds are considered tentative until a fully executed contract and deposit is received. Holds will remain valid until they are either contracted or released. In any case, Management reserves the right to remove any holds, without prior notification to the potential client, if no action has been taken by the client within ninety (90) days of placing the hold, or if a contract has not been executed less than sixty (60) days in advance of the proposed event date.

Potential clients shall not assign or transfer any right or interest in tentative hold dates including, without limitation, the right to receive any payment without Management's approval of such assignment. Any such assignment without the written approval of Management shall be null and void.

Holds are assigned according to the booking policies stated herein which are based on guidelines approved by the City. Management reserves the right to place holds on dates at any time for an indefinite period in accordance with the mission of the City and the PAC. Holds placed by Management are not subject to the challenge process.

Challenges

If a potential client requests a date that is already on hold for another client, the requesting party will be given a secondary hold behind the client with the primary hold. If at any time the client with the secondary hold is prepared to sign a contract and submit a deposit, the client with the primary hold will be notified and given forty-eight (48) hours to submit a deposit and sign a contract. If the client with the primary hold does not submit a contract and deposit within the forty-eight (48) hour window, or does not respond to good - faith attempts to notify him/her of the challenge, Management will release the primary hold and offer the date to the challenging party.

Contracts

For a hold to be confirmed, the potential client must execute a contract and submit a deposit. Potential clients with active holds must notify Management of their desire to confirm a date, at which point the contract will be generated and forwarded to the client. Management must receive sufficient information from the potential client in order to generate the contract, which may include a detailed production schedule of the event and any production requirements, technical riders, a fully completed application for lease, insurance certificates, and any other information which Management deems necessary.

Management will continue to hold the date for fourteen (14) days following the issuance date of the contract. If the potential client does not return the contract within fourteen (14) days, Management will remove the hold and offer the date to another party without prior notification to the potential client. Once the signed contract is returned fully executed by Management and the appropriate deposit is received, tentative holds will then receive a confirmed status.

For ticketed events, tickets may not go on sale until a deposit, fully executed venue contract and, when requested, a fully executed artist contract has been received by Management. All promotional and marketing materials must be pre - approved by Management prior to distribution. Such distribution may not occur until a deposit, fully executed contract and any other documentation required and requested has been received by Management.

All contracts and full rent must be received by Management at least thirty (30) days prior to the event. If the event is cancelled within thirty (30) days of the date of event, the full rental fee including any deposit will be forfeited.

Deposits

For Ticketed Events, a non-refundable deposit in the amount of fifty percent (50%) of the total rental fees and expenses will be required upon submission of a signed contract. Multi-day engagements may require a larger deposit. Should the amount held in box office escrow (the funds from tickets sold by Management) plus the required deposit(s) be less than the total projected billing, the difference must be deposited with Management in certified funds no later than three (3) business days prior to the first performance.

For non-ticketed events, a non-refundable deposit in the amount of fifty percent (50%) of the total rental fees and expenses will be required upon submission of a signed contract. Final payment of the remaining estimated balance will be due five business days before the day of the event. Final payment must be made by money order, certified check, or credit card (fees may apply for credit card transactions). Any additional charges incurred on the day of the event will be settled via invoice following the event. A client may cancel a hold or confirmed date at any time. Any deposits paid are non-refundable and may not be applied to future events.

Rental Fees and Estimates

The best way to plan financially for an event is to discuss the event requirements with a member of Management who can translate those needs into an estimate. For a basic understanding of some of the rental fees and expenses associated with all spaces in the PAC, please see our Rental Rate Policy. The rental rates are subject to re-approval each year, and are valid from July 1 – June 30 of each calendar year.

Insurance

Insurance will be required in accordance with City policies in effect at the time a contract is executed.

Damages

A client holding events at the PAC is responsible for any equipment or building damage that occurs as a direct or indirect result of preparing, producing, or striking the event, including accidental damage by PAC personnel under the direction of the client, representatives of the client, the presenter, the artist, or his/her representative. A refundable damage deposit equal to the event license fee for one performance day shall be collected no less than fourteen (14) days prior to an event.

All clients holding events at the PAC must take part in a pre- and post-event walkthrough with Management to ensure any damages are documented and signed and signed by both parties. Management reserves the right to take up to seven (7) business days to quote repair costs in the case of major damage.



Booking Policy

City Springs Conference Center

Date Requests

In order to officially request a date for an event at the City Springs Conference Center ("Facility"), a potential client must submit a booking request in compliance with requirements of Facility management ("Management"). In some cases, based on event requirements, an additional application for lease or other documentation may be required. Upon receipt of a compliant booking request, the potential client will be granted a hold for the requested date, pending availability and approval.

Booking Season

Bookings in the Facility are made on a first-come, first-served basis in accordance with the process described herein for holds and challenges. Dates can only be confirmed through the end of the season immediately following the current season.

Booking Timeline

Single occurrence (one-off) events in the Facility can be confirmed and contracted a maximum of three (3) years prior to an event date. Any contracting over 365 days out from an event date will lock in the license fee ("Rental Rate") only. Food and beverage pricing and labor costs are not locked in until a contract is in place. If a contract is not in place by July 1 in the year the event is to occur, it will be subject to pricing and labor costs in effect on that July 1. All bookings and contracts will be reviewed by Management and approval is at Management's sole discretion.

Nonprofit discounts on Rental Rates will not be offered on events contracted over 365 days out. In order to confirm and contract an event space, the commercial/private Rental Rate (as opposed to the nonprofit Rental Rate) will be required. Nonprofit organizations have the option to keep a first hold on a date and will receive a right of first refusal in the case of a group willing to pay the commercial/private Rental Rate to challenge the hold.

Holds

All holds are considered tentative until a fully executed contract and deposit is received. Holds will remain valid until they are either contracted or released. In any case, Management reserves the right to remove any holds, without prior notification to the potential client, if no action has been taken by the client within ninety (90) days of placing the hold, or if a contract has not been executed in less than sixty (60) days in advance of the proposed event date.

Potential clients shall not assign or transfer any right or interest in tentative hold dates including, without limitation, the right to receive any payment without Management's approval of such assignment. Any such assignment without the written approval of Management shall be null and void.

Holds are assigned according to the booking policies stated herein which are based on guidelines approved by the City. Management reserves the right to place holds on dates at any time for an indefinite period in accordance with the mission of the City and the PAC. Holds placed by Management are not subject to the challenge process.

Challenges

If a potential client requests a date that is already on hold for another client, the requesting party will be given a secondary hold behind the client with the primary hold. If at any time the client with the secondary hold is prepared to sign a contract and submit a deposit, the client with the primary hold will be notified and given forty-eight (48) hours to submit a deposit and sign a contract. If the client with the primary hold does not submit a contract and deposit within the forty-eight (48) hour window, or does not respond to good faith attempts to notify him/her of the challenge, Management will release the primary hold and offer the date to the challenging party.

Contracts

For a hold to be confirmed, the potential client must execute a contract and submit a deposit. Potential clients with active holds must notify Management of their desire to confirm a date, at which point the contract will be generated and forwarded to the client. Management must receive sufficient information from the potential client in order to generate the contract, which may include an overview of event or production requirements, technical riders for artists, a fully completed application for lease, insurance certificates, and any other information which Management deems necessary.

A contract will be issued within sixty (60) days of the hold request. Management will continue to hold the date for fourteen (14) days following the issuance date of the contract. If the potential client does not return the contract within fourteen (14) days, Management will remove the hold and offer the date to another party without prior notification to the potential client. Once the signed contract is returned fully executed by Management and the appropriate deposit is received, tentative holds will then receive a confirmed status.

For ticketed events, tickets may not go on sale until a deposit, fully executed venue contract and, when requested, a fully executed artist contract has been received by Management. All promotional and marketing materials must be pre - approved by Management prior to distribution. Such distribution may not occur until a deposit, fully executed contract and any other documentation required and requested has been received by Management.

Deposits

For ticketed events, a non-refundable deposit in the amount of fifty percent (50%) of the total rental fees and expenses will be required upon submission of a signed contract.

Multi-day engagements may require a larger deposit. Should the amount held in box office escrow (the funds from tickets sold by Management) plus the required deposit(s) be less than the total projected billing, the difference must be deposited with Management in certified funds no later than three (3) business days prior to the first performance.

For non-ticketed events, a non-refundable deposit in the amount of fifty percent (50%) of the total rental fees and expenses will be required upon submission of a signed contract. Final payment of the remaining estimated balance will be due five business days before the day of the event. Final payment must be made by money order, certified check, or credit card (fees may apply for credit card transactions). Any additional charges incurred on the day of the event will be settled, via invoice, following the event. A client may cancel a hold or confirmed date at any time. Any deposits paid are non-refundable after sixty (60) days before the contracted date and may not be applied to future events

Rental Fees and Estimates

The best way to plan financially for an event is to discuss the event requirements and schedule with a member of Management who can translate those needs into an estimate. For a basic understanding of some of the rental fees and expenses associated with all spaces in the Facility, please see our Rental Rate Policy. The rental rates are subject to re-approval each year, and are valid from July 1 – June 30 of each calendar year.

Food and Beverage Minimum

In the case that the food and beverage minimum is met for the terrace meeting room in the Facility, a discount of fifteen percent (15%) off of rent will be offered. The minimum is \$10,000.00.

Insurance

Insurance will be required in accordance with City policies in effect at the time a contract is executed.

Damages

A client holding events at the Facility is responsible for any equipment or building damage that occurs as a direct or indirect result of preparing, producing, or striking the event, including accidental damage by Facility personnel under the direction of the client, representatives of the client, the presenter, the artist, or his/her representative. A refundable damage deposit of two thousand dollars (\$2000) will be required upon the return of a fully executed contract.

All clients holding events at the Facility must take part in a pre- and post-event walkthrough with Management to ensure any damages are documented and signed by both parties. Management reserves the right to take up to seven (7) business days to quote repair costs.



CITY SPRINGS

CITYBAR STRATEGIC PLAN

Private Events

- CityBar is a great space for small corporate after work gatherings. Space can be rented and food & beverage department can offer reception style food and drinks
- Space can be rented and utilized as part of catering events hosted in Byers Lobby that require a bar. Utilizing the existing bar will assist with flow of event and also create more space to host larger groups.
- Hosting large scale events that would use Byers lobby, city bar and studio theater. This option will increase revenues by increased rental and food and beverage offerings due to larger volume of groups utilizing the space.
- Such events will give us the opportunity to show case the wonderful venue we have and also advertise our in house food and beverage department

Special Events

- Space can be used for special events with assistance from our distributors/vendors. Such events can be advertised by the venue and packages can be sold to public in advance. One example will be wine tastings. Our alcohol vendor is willing to assist us with setting up a wine around the world program that can feature wines from different regions of the United States and the world. We purchase the wines from them and they will have an expert present to explain taste profiles and chef can create a reception style menu that will pair with type of wines offered. Such events will give us the opportunity to generate revenue and show case our culinary talent.
- Hosting a comedy night with less known artist will be a good use of space as well. We can expand seating into part of Byers Lobby if needed.
- City bar space can be used for sports viewing events. This is such a great space to host a game show day event that can be rented to a private group or advertised by our marketing team to the public.
- Other opportunities include utilizing the space during large outdoor events as an addition to concessions stands which offers seating and upgraded beverage selections.

Byers Theater Shows

- CityBar is a great addition to our concessions stands for shows hosted in Byers Theatre.
- We offer our house and premium brands at this bar and it will be an upgrade to the concessions bars and offerings.
- Preshow Dinner Buffets are also a great revenue generating option. This concept has worked in the past and since it is buffet style we have the opportunity to prepare food in the main kitchen and cater to a larger group of patrons. On select shows, we will open the house an hour to hour and half before normal door times and advertise via social media. With groups such as CSTC, they will include in their pre-show email that goes to all patrons. We will also add extra seating in Studio Lobby for over flow of patrons that purchase dinner at CityBar.



EVENT CATERING POLICY

In-House Catering Exclusivity

City Springs' in-house catering department ("City Springs Catering") is the exclusive caterer for the Sandy Springs Performing Arts Center and the City Springs Conference Center ("City Springs Facilities"). All food and beverage services in the City Springs Facilities shall be provided by City Springs Catering. Third party food and beverage services for catered events at the City Springs Facilities shall not be allowed without explicit written permission of City Springs Facilities events representatives ("City Springs Events Department").

Third Party Catering

1. General Process and Requirements. A third party caterer may be granted permission to provide catering services in the City Springs Facilities by written request in limited circumstances to accommodate specific dietary, ethnic or religious requirements that cannot be met by City Springs Catering. Approval for a third party caterer may be requested by completing a Third Party Catering Request Form provided by City Springs Catering. The request must be approved by City Springs Catering before a third party caterer may be utilized for a catered event. City Springs Catering reserves the right to approve or deny third party catering requests in its sole discretion. The third party caterer shall comply with City Springs Facilities insurance requirements and shall possess the appropriate licenses and health certificates required by all applicable agencies. The City Springs Events Department reserves the right to revoke the catering privileges of a third party caterer at any time if the caterer does not observe and comply with all applicable laws, rules and regulations.

2. Cost. Because City Springs Catering is the exclusive caterer to the City Springs Facilities, it is financially impacted when City Springs allows a third party caterer to cater an event. To compensate for the anticipated loss of revenue to City Springs Catering, City Springs will charge the amount of \$8.00 per person attending the event (based on a final head count) when a third party caterer is approved for an event.

3. Staff and Equipment. The City Springs Facilities have pantries located on the first and third floors. These pantries provide preparation tables and open space for catering service and staff and are available for approved third party catering usage based on the contracted event space. City Springs will not provide service staff or equipment in these areas.

4. Responsibilities. An approved third party caterer shall comply with the following requirements and responsibilities:

- a. There are three (3) scheduled planning meetings with a client holding an event at the City Springs Facilities. A third party caterer for the event is required to attend one (1) of these three (3) meetings and is not permitted to schedule a separate catering team walk-through or meeting.
- b. On the day of the catered event, pre- and post- walkthroughs of the catering service area space will be conducted with the client, the third party caterer and City Springs Events Department staff to

inspect for damage to the City Springs Facilities. Any and all physical damages to the venue that result from the third party catering company and its team members is the client's responsibility. Any charges resulting from such damages will be applied to the client's final invoice.

- c. A third party caterer shall provide staff to serve, clear and clean during and at the conclusion of the catered event. If the third party caterer does not provide such service, an hourly cleaning charge will be applied to the client's final invoice.
- d. A third party caterer shall prepare and tray all food items for the catered event. The third party caterer shall display and present food in a professional manner and be ready with food displayed fifteen (15) minutes prior to the catered event.
- e. A third party caterer shall go over all details of the menu and food preparations with the City Springs Events Department prior to the day of the catered event.
- f. All rental equipment and items utilized by a third party caterer shall be removed from the City Springs Facilities at the conclusion of the catered event. If that is not possible, all such items shall be stored on the loading dock and picked up within twenty-four (24) hours of the event (after twenty-four (24) hours, storage fees will be applied and added to client's final invoice). City Springs assumes no responsibility for rental equipment or other items that are missing or damaged during or after the event, whether stored or otherwise.
- g. All third party caterers shall adhere to all City Springs policies and procedures while in any area of the City Springs Facilities.
- h. All third party caterers shall be properly licensed for the services proposed to be provided. All caterers shall provide a copy of their current business license and certificate of insurance to the City Springs Events Department at least two (2) weeks before the event date.
- i. The client assumes full liability for ingestion of food and beverages of the third party caterer hired for the event.
- j. City Springs has an exclusive arrangement with Coca-Cola Company. All non-alcoholic beverages shall be Coca-Cola Company branded products. Failure to provide Coca-Cola Company branded beverages will result in removal of competitor's products. The City Springs Facilities will offer approved beverages based on availability of products and charge accordingly.
- k. **NO** outside alcoholic beverages are permitted to be brought into the City Springs Facilities. All alcoholic beverages shall be provided by the City Springs Facilities.

Please return signed copy of this policy to the City Springs Facilities Manager assigned to your catered event at least two (2) weeks prior to the event date.

Client Signature: _____ Date: _____

Caterer Signature: _____ Date: _____



Policy for the Use of City Green

This policy is to guide the use of City Green within the City Springs complex. City Green is intended as a space for the community to gather, to enjoy the outdoors, for children to play, and for the community to come together for special events. For these purposes, City Green is defined as the area between Mount Vernon, Galambos Way and Bluestone. To maximize enjoyment of City Green, to ensure benefit for the entire community, and to protect the health, welfare and safety of the public, the following rules apply:

- City Green is available for event rental on a limited basis by written agreement. Such events may be ticketed or open to the public. All requests to use the City Green must go through the booking office. The Performing Arts Center ("PAC") staff manages and approves all requests
- Unless City Green is closed for a rental or City event, it is available for informal, unstructured use by the community
- Individuals, groups or businesses may use City Green for occasional free activities. These activities must be scheduled through the PAC staff. Examples include yoga, boot camps and other fitness type activities. Anyone conducting such free activities shall not restrict the public's access to City Green
- Rules pertaining to use of City Green are enforced at all times
- The interactive fountain and splash pad are designed for children to play in. Other fountains in City Green are decorative only and children may not play in them
- Pets are prohibited in City Green
- Alcohol consumption in City Green is limited to drinks purchased from Market Square restaurants and CityBar unless otherwise authorized by The City of Sandy Springs City Council
- Glass containers are prohibited in City Green
- Picnics are encouraged, but outdoor cooking or fire of any kind is prohibited in City Green
- City Green is a smoke-free park and campus
- While occasional, unstructured sports activities such as non-competition Frisbee and catch may be played in City Green, organized sports/game play and leagues are prohibited
- Skateboards, motorized vehicles and drones are prohibited at City Green
- Acoustic music is allowed in City Green; however, amplified sound requires a permit
- All trash must be placed in the appropriate containers in and around City Green
- Only blankets and lawn chairs are allowed on the green space. Tables (unless approved as part of the booking process), tarps and plastic ground coverings are prohibited and will be removed
- Shade structures are not allowed. Umbrellas may be used prior to an event, but must be lowered once the event starts

Requests for booking events at City Green may be made online at:

<https://citysprings.com/book-a-venue/booking-requests>

PAC Policies, Rental Rates & Ticket Fees

City Council Briefing
August 20, 2019



SANDY SPRINGS™
GEORGIA

Presenting Partner Policy

- Presenting Partner vs. Affiliate
 - Shared Future of Success
 - Helps to create a Diverse, Annual Season
 - Develops a Shared and Stable Ticket Base
- Partners Receive Benefits but also have Obligations
 - Benefit: Discounted Rental Rates
 - Obligation: Provide an Outreach Event for our Education Programs
 - Benefit: Included in City's Marketing for Arts Center Events
 - Obligation: Include the City and Arts Center in Their Own Marketing

Byers Theatre Commercial Rates

COMMERCIAL		
Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 6,400.00	\$ 8,000.00
Ticketed Event Day (2 Performances)	\$ 8,000.00	\$ 10,000.00
Non-Ticketed Event Day	\$ 5,600.00	\$ 7,000.00
Non-Performance Load-In Day	\$ 2,800.00	\$ 3,500.00
Dark Day- No Space Access	\$ 960.00	\$ 1,200.00
Byers Lobby (for exclusivity)	\$ 1,600.00	\$ 2,000.00
Rehearsal Room (for exclusivity)	\$ 520.00	\$ 650.00
ParkView Lounge (for exclusivity)	\$ 520.00	\$ 650.00

Byers Theatre Nonprofit Rates

(30% Discount from Commercial Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 4,480.00	\$ 5,600.00
Ticketed Event Day (2 Performances)	\$ 5,600.00	\$ 7,000.00
Non-Ticketed Event Day	\$ 3,920.00	\$ 4,900.00
Non-Performance Load-In Day	\$ 1,960.00	\$ 2,450.00
Dark Day- No Space Access	\$ 672.00	\$ 840.00
Byers Lobby (for exclusivity)	\$ 1,120.00	\$ 1,400.00
Rehearsal Room (for exclusivity)	\$ 364.00	\$ 455.00
ParkView Lounge (for exclusivity)	\$ 364.00	\$ 455.00

Byers Theatre Partner Rates

(35% Discount from Nonprofit Rates)

Event Type/Space	19/20 Rates (Mon-Thurs)	19/20 Rates (Fri-Sun)
Ticketed Event Day (1 Performance)	\$ 2,912.00	\$ 3,640.00
Ticketed Event Day (2 Performances)	\$ 3,640.00	\$ 4,550.00
Non-Ticketed Event Day	\$ 2,548.00	\$ 3,185.00
Non-Performance Load-In Day	\$ 1,274.00	\$ 1,593.00
Dark Day (for exclusivity)	\$ 437.00	\$ 546.00
Byers Lobby (for exclusivity)	\$ 728.00	\$ 910.00
Rehearsal Room	\$ -	\$ -
ParkView Lounge (for exclusivity)	\$ 282.00	\$ 296.00

Booking Policy

- Establishes order so all like groups are treated equally
- Responds to current bond attorney guidance
- Establishes earlier dates
- Establishes season as September to August
- Prioritizes Bookings:
 - Presenting Partners & City's Ongoing Programming
 - Seasonal City Programming
 - Rentals
- Not First Come, First Served – Based on Size of Project and Best Fit for the Sandy Springs Community

Theatres Booking Policy

- Presenting Partner Bookings will open on June 1 of a calendar year and close on June 15 for the annual performance season that begins in September of the following year
- Provides tie breaking method when the same dates are requested by multiple groups
- Other rental booking opens January 1 of the season year on a rolling monthly basis as City dates are completed

Conference Center Booking

- Allows holds for three-years out (after City approves dates)
- Provides for challenges when held dates are desired by another group
- Establishes amounts for non-refundable deposits
- Provides for a 15% discount when food and beverage minimums are met

Use of City Green

- Provides process for rental of City Green on a limited basis
 - Rates included in adopted rates
- Allows informal unstructured use
- Sets rules for use

Catering Policy

- Preference for In-House Catering
- Provides for third-party for specific dietary, ethnic, or religious requirements
- Provides a buyout of \$8 per person
- Outlines policies

Use of CityBar.

- Rented for special events
 - Small Corporate Gatherings, Receptions, etc.
- Rented as part of catered events
- Hold wine or whiskey tastings
- Host game watch parties
- Use for pre-show dinner buffets

Ticket Fees Adjustment

- Adjust Facility Fee to recover additional amount of cost
- Adjust Convenience Fee to cover actual cost of ticketing software
- Remove Order Fee

Price Band	Total Fees as % of Total Price	Facility Fee (Per ticket)	Processing/ Convenience Fee (Per ticket)	Total Fees	
\$5 - \$20.99	11%	\$1.00	\$1.50	\$2.50	
\$21 - \$34.99	9%	\$1.00	\$2.50	\$3.50	
\$35 - \$49.99	11%	\$3.00	\$3.00	\$6.00	
\$50-\$64.99	8%	\$3.00	\$3.00	\$6.00	
\$65-\$79.99	7%	\$3.00	\$3.00	\$6.00	
\$80 - \$94.99	6%	\$3.00	\$3.00	\$6.00	
\$95 - \$119.99	6%	\$5.00	\$3.00	\$8.00	
> \$120	5%	\$5.00	\$3.00	\$8.00	



SANDY SPRINGS

GEORGIA

TO: City of Sandy Springs Public Facilities Authority Board

FROM: Peggy Merriss, General Manager

DATE: August 16, 2019, for submission onto the August 20, 2019 Public Facilities Authority Meeting Agenda

ITEM: Approval of Amendments to the Leases for Police Department and Municipal Court

Background:

The City's Police Department currently occupies buildings 300 & 400 of the Morgan Falls Office Park located at 7840 Roswell Road. The City's Municipal Court currently occupies a portion of building 500 in the same office park. The leases for these spaces are set to expire on June 30, 2020.

Discussion:

The City's representatives have negotiated the attached amendments to the leases for buildings 300, 400 & 500. The amendments provide for an extension of the lease until June 30, 2023. The amendments largely reaffirm the City's obligations under the current leases.

The amendment for building 300 provides for a monthly base rent of \$18,224.60 in year one, \$18,589.09 in year two, and \$18,960.87 in year three. It also provides a Tenant Improvement Allowance up to \$95,016.00.

The amendment for building 400 also provides for a monthly base rent of \$18,224.60 in year one, \$18,589.09 in year two, and \$18,960.87 in year three. It provides a Tenant Improvement Allowance up to \$118,386.00.

The amendment for building 500 provides for a monthly base rent of \$22,166.20 in year one, \$22,609.52 in year two, and \$23,061.71 in year three. It also provides a Tenant Improvement Allowance up to \$115,566.00. This amendment also contains a provision governing replacement and repair of the HVAC whereby the City continues to cover maintenance and minor part replacement (below \$1,000/year), but the City has no exposure on major replacements other than the amortized costs based on the useful lives of any new equipment the landlord purchases. Under the current lease, the City would be responsible for the repair/replacement costs outright. This provision does not appear in the amendments for buildings 300 & 400 because under those leases the Landlord is currently responsible for those repair/replacement costs.

Alternatives:

The Council could decide not to approve the attached Amendments.

Attachments:

- Amendments

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made and entered into as of the _____ day of _____, 2019, (the “Effective Date”) by and between **MORGAN FALLS REALTY, LP**, a Georgia limited partnership (hereinafter referred to as “Landlord”) and **CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**, a political subdivision of the State of Georgia (hereinafter referred to as “Tenant”) and provides as follows:

WITNESSETH:

WHEREAS, by virtue of that certain Lease Agreement originally dated November 30, 2005 (as amended by First Amendment to Lease Agreement dated March 24, 2006, Second Amendment to Lease Agreement dated December 14, 2006, Third Amendment to Lease Agreement dated May 15, 2007, Fourth Amendment to Lease Agreement dated April 13, 2011, a Fifth Amendment to Lease Agreement dated May 13, 2014, and a Notice of Reduction of Premises dated December 19, 2017, hereinafter collectively referred to as the “Lease”), Tenant (as successor-in-interest to CH2M Hill, Inc.) leases from Landlord (as successor-in-interest to TSO Morgan Falls, LLC) the premises known as **Suite Numbers 501 and 510**, containing approximately **19,261 rentable square feet** located at **7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350** (the “Premises”); and

WHEREAS, Tenant currently occupies the Premises, and the Term of the Lease is scheduled to expire on June 30, 2020, and Tenant desires that the Lease Term be extended by an additional Thirty-six (36) full months; and

WHEREAS, Landlord is willing to agree to an amendment and extension of the Lease Term strictly subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

1. Recitals. The parties acknowledge and agree that the recitals set forth above are true and correct and are hereby incorporated in their entirety. All terms used herein and denoted by their capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.

2. Lease Term. The Lease is amended to provide that the Lease Term shall be extended by Thirty-six (36) full months commencing on July 1, 2020 so as to expire on June 30, 2023, unless sooner terminated pursuant to the terms of the Lease (hereinafter referred to as the “Extended Term”).

3. Base Rent. Tenant reaffirms its duty to pay all Rent, including Base Rent, as and when due pursuant to the Lease in the amounts set forth therein up to the commencement of the Extended Term. The Lease is amended to provide that Base Rent due pursuant to the Lease for the Extended Term shall be due in the following amounts:

Dates	# Months	Monthly Base Rent	Annual Base Rent
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July 1, 2020 – June 30, 2021	1-12	\$22,166.20	\$265,994.40
July 1, 2021 – June 30, 2022	13-24	\$22,609.52	\$271,314.24
July 1, 2022 – June 30, 2023	25-36	\$23,061.71	\$276,740.52

4. Additional Rent. In addition to the payment of Base Rent, Tenant reaffirms its duty to pay Common Area Expenses, as well as Additional Rent payments due under the terms of the Lease, including Insurance and Tax expenses over the Base Year as modified below, through the Extended Term.

5. Utilities. Tenant reaffirms to pay all utilities pursuant to the Lease for the Extended Term.

6. Security Deposit. Landlord and Tenant acknowledge that at the signing of the Lease, Tenant did not pay any Security Deposit to Landlord and to date, no funds are being held as a Security Deposit.

7. Base Year. The Lease is amended to reflect that from and after July 1, 2020, the Base Year as set forth in the Lease shall reflect a Base Year of 2020 for the purposes of calculating Tenant's Share of Taxes and Insurance.

8. Option to Renew. Tenant is hereby granted one (1) option to renew the Lease (the "Renewal Option") as follows: Tenant shall have the option to renew this Lease at the end of the Extended Term for an additional twelve (12) full month term (the "Renewal Term"). To exercise the Renewal Term, Tenant shall notify Landlord in writing of Tenant's desire to exercise its option to renew for such Renewal Term not later than one hundred eighty (180) days prior to the Expiration Date of the then current Term. Notwithstanding anything to the contrary contained herein, if Tenant is in default hereunder as of the date of giving notice or any time thereafter prior to the commencement date of the Renewal Term, Tenant shall not have the right to exercise the option to renew this Lease. In the event that Tenant elects to exercise its option to renew this Lease, the terms and conditions of the Lease shall remain in force and effect during the Renewal Term except the Base Rent due during the Renewal Term shall be equal to 102% of the annual Minimum Rent due at the expiration of the Extended Term.

9. Tenant Improvement Allowance. By execution hereof, the parties acknowledge that Tenant holds the Premises, and Tenant acknowledges that it accepts and shall continue to hold the Premises through the Extended Term, in its "as-is" condition. In consideration for the extension of the Lease Term set forth herein, Landlord agrees to provide to Tenant a Tenant Improvement Allowance up to, but not to exceed, \$6.00 per rentable square foot (hereinafter referred to as the "Tenant Improvement Allowance") for the costs for materials and labor in conjunction with improvements and alterations to be made to the Premises pursuant to this Amendment. In the event all costs of the Tenant Improvements exceed the Tenant Improvement Allowance, Tenant shall be responsible for said costs to be paid as Additional Rent at the time of invoice. If the Tenant Improvements costs are less than the Tenant Improvement Allowance, Tenant may use the remaining balance for improvements being made pursuant to the Second Amendment to Lease being executed contemporaneously herewith amending that certain Lease between the parties originally dated April 13, 2011, for the premises located at 7840 Roswell Road, Building 400, Sandy Springs, Georgia 30350, and/or that certain Second Amendment to Lease being executed contemporaneously

herewith for that certain Lease originally dated April 13, 2011 for the premises located at 7840 Roswell Road, Building 300, Sandy Springs, Georgia 30350, to be signed contemporaneously herewith.

10. HVAC. The Lease is amended so that provided that as long as Tenant (i) is not in default under this Lease, (ii) maintains at its expense in place the required HVAC Maintenance Agreement and (iii) causes the required regular quarterly maintenance to be performed thereunder, Tenant's liability for repairs or replacements to the HVAC units in the Premises shall be limited to \$1,000.00 per unit per calendar year ("Tenant HVAC Cap Amount"), and Landlord shall pay all HVAC repair and replacement costs for each occurrence over and above the Tenant HVAC Cap Amount (other than repairs or replacement due to damage caused by Tenant or any Tenant-Party, for which Tenant shall remain fully liable), however Tenant shall reimburse Landlord for the amortized portion of the repair/replacement through the Lease Term amortized at a rate of eight percent (8%) of the repair/replacement costs based on their useful life (as determined in writing by the HVAC contractor responsible for the replacement/repair) to be paid in a lump sum. This amortized cost reimbursement shall continue into the Renewal Option period (if exercised) as described above, in addition to the Base Rent and Operating Expenses otherwise owed during the Renewal Option period. The cost of the HVAC Maintenance Agreement shall be in addition to and not included in the Tenant HVAC Cap Amount.

11. Brokers. Tenant represents and warrants to Landlord that it has not dealt with any broker, agent, commissioned salesperson or other person in the negotiation and procurement of this Amendment, except for **Savills, Inc.**, which has represented Tenant, and **The Simpson Organization**, which has represented Landlord (collectively the "Brokers") who will be paid by Landlord by separate agreement and that no commission fees or compensation of any kind are due or payable in connection herewith to any broker, agent, commissioned salesperson or other person in connection with this Amendment except for the Brokers. Tenant agrees to indemnify and hold Landlord harmless from all loss, costs and damages including attorney's fees actually incurred or court costs suffered and incurred by Landlord as a result of a breach by Tenant of this representation and warranty.

12. Strict Compliance. Except as specifically set forth herein, all terms and conditions of the Lease remain in full force and effect as written. Should any term or condition of the Lease conflict with any term or condition of this Amendment, the term of this Amendment shall be deemed controlling. Tenant acknowledges that Landlord does and shall require strict compliance with all terms and conditions of the Lease and Landlord is not in default under any term or condition of the Lease.

13. Confidentiality. Unless required by Law, neither Landlord nor Tenant shall disclose the substance of this Amendment and Landlord and Tenant agree to treat all information relating to this Amendment as confidential. This obligation of confidentiality shall not apply to disclosures compelled by law, any order of a court of competent jurisdiction or by a lawful proper subpoena, in which event Landlord or Tenant, as applicable, shall immediately notify the other party of the circumstances purporting to require such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that such other party may take such actions as it may deem appropriate to protect the confidential information being sought. Notwithstanding the foregoing, Tenant and Landlord shall be permitted to disclose, to the extent necessary, the

substance of this Amendment to their respective legal representatives and accountants, or as necessary for approval by Tenant at a meeting conducted under the Georgia Open Meetings Law.

14. This Amendment shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Landlord:

MORGAN FALLS REALTY, LP
a Georgia limited partnership

By: Morgan Falls Realty General Partner, LLC
Its General Partner

By: _____
A. Boyd Simpson, Manager

Dated: _____

Tenant:

**CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY**, a political subdivision of the State of
Georgia

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A
Work Letter

1. **Improvements.** Landlord shall, at its cost and expense (except as set forth below), on a turnkey basis and subject to the provisions and limitations set forth below, make the tenant improvements (the “**Tenant Improvements**”) to the Premises, pursuant to mutually agreed upon scope of work (the “**Plans**”). All such fees and costs for the Tenant Improvements shall in the aggregate be called the “**Tenant Improvement Costs**”. The Tenant Improvement Costs shall include all architectural and engineering fees, permit and approval fees as well as Landlord’s five percent (5%) construction management fee of the hard costs. All Tenant Improvements shall be made in a good and workmanlike manner, using building standard materials, in reasonable accordance with the Plans.

Landlord shall (i) engage an architect/engineering team (which shall be approved by Tenant) to prepare the design and specifications of the Tenant Improvements (the “**Working Drawings**”); (ii) competitively bid the Tenant Improvement construction costs with at least three (3) mutually acceptable qualified contractors; and (iii) enter into a contract with the successful bidder (who shall be selected by Tenant) to construct the Tenant Improvements (“**Contractor**”). Landlord makes no representation or warranty that the Plans, Working Drawings or the Tenant Improvements are in compliance with any applicable Laws, but shall cooperate with Tenant by enforcing the terms of the contracts with the Contractor and architect/engineering team to the extent there are errors in the Tenant Improvements and/or Working Drawings or either and/or both do not meet applicable building code.. Landlord shall provide for the installation of said Tenant Improvements in the Premises. Landlord shall provide a Tenant Improvement Allowance up to but in no event to exceed **\$115,566.00** (the “**Tenant Improvement Allowance**”). If the lowest bid received exceeds the Tenant Improvement Allowance, then Tenant shall have the option of working with Landlord to modify the Tenant Improvements to come within the Tenant Improvement Allowance subject to Section 3 of this Exhibit “A”. If the Tenant Improvement Costs exceed the Tenant Improvement Allowance, Tenant shall promptly pay all of such excess costs and expenses to Landlord upon demand. Failure of the Tenant to pay the excess costs shall be an event of default under the Lease. Landlord shall have no further obligations with respect to repair or replacement of items in the Premises except as set forth in the Lease. Landlord shall use good faith and diligent efforts to cause the Tenant Improvements to be substantially completed within a commercially reasonable time following full execution of the Amendment, other than Punch List items which shall be corrected within thirty (30) days thereafter. Notwithstanding the foregoing, provided Landlord is operating in good faith, Landlord shall have no liability for any delay by Landlord to cause Substantial Completion of the Tenant Improvements. All Tenant Improvements shall be performed by Landlord during regular business hours. Notwithstanding anything contained herein to the contrary, all cabling, wiring, furniture and moving expenses shall be at the sole cost of Tenant.

2. **Substantial Completion.** If Substantial Completion is delayed, the Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from. “**Substantial Completion**” of the Tenant Improvements means the date upon which the architect, space planner or other consultant engaged by Landlord, or if none, then Landlord, reasonably determines that the Tenant Improvements for the Premises have been substantially completed in accordance with the Plans and Working Drawings, except for such items that

constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "**Punch List**" items). Notwithstanding the above, the Premises shall not be considered Substantially Complete unless and until Landlord has received a certificate of Occupancy, if applicable. After the completion of the Tenant Improvements, Tenant shall within ten (10) days after demand therefore, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The term "**Tenant Delay**" shall include, without limitation, any delay in the completion of the Tenant Improvements or otherwise resulting from (i) Tenant's failure to comply with the provisions of this Lease, (ii) any delay in work caused by submission by Tenant of a request for any Change following Tenant's approval of the scope of work, Plans or working drawings, or for the implementation of any change order, or (iii) any delay by Tenant in timely submitting comments or approvals to the Plans or Working Drawings, (iv) any work at the Premises performed by Tenant or any of Tenant's agents, employees or contractors or (v) any other act or omission by Tenant or any of Tenant's agents, employees or contractors. Neither Tenant's obligation to payment of Rent nor any other Tenant obligation will be delayed or extended due to a delay in completion of the Tenant Improvements.

3. Changes to Approved Plans. Any changes, modifications, alterations or revisions to the scope or work, Plans and/or working drawings (each, a "**Change**") shall be made only with Landlord's prior written approval which shall not be unreasonably delayed, denied or withheld and shall be at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance (including, without limitation, any additional space planning services and architectural / engineering drawings that may be required in connection with such modifications). If Tenant shall request any Change after approval by Landlord, Landlord shall, if required, have such revisions to the drawings prepared, and Tenant shall reimburse Landlord (at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance) for the cost of such revisions upon demand. Promptly upon completion of any required revisions, Landlord shall notify Tenant in writing of the increased cost, if any, which will be chargeable to Tenant by reason of such Change. Tenant shall, within five (5) business days, notify Landlord in writing whether it desires to proceed with such Change. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested Change, or Landlord may elect to discontinue work on the Premises until it receives notice of Tenant's decision, and any such discontinuation of work shall constitute a Tenant Delay.

4. Repairs and Corrections. Landlord agrees to reasonably repair and correct any work or materials installed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the date of substantial completion. Additionally, Landlord agrees to reasonably repair and correct any Punch List Items performed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the completion of all Punch List Items. Notwithstanding the foregoing, Landlord shall not be responsible to repair or correct any defective work or materials installed by Tenant or any contractor other than Landlord's contractor(s), or any work or materials that prove defective as a result of any act or omission of Tenant or any of its employees, agents, invitees, licensees, subtenants, Tenants, clients, or guests.

5. Representatives. Landlord has designated _____ as its authorized

representative and Tenant has designated _____ as its authorized representative with respect to this Work Letter.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made and entered into as of the _____ day of _____, 2019, (the “Effective Date”) by and between **MORGAN FALLS REALTY, LP**, a Georgia limited partnership (hereinafter referred to as “Landlord”) and **CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**, a political subdivision of the State of Georgia (hereinafter referred to as “Tenant”) and provides as follows:

WITNESSETH:

WHEREAS, by virtue of that certain Lease Agreement originally dated April 13, 2011 (as amended by First Amendment to Lease Agreement dated May 13, 2014, hereinafter collectively referred to as the “Lease”), Tenant leases from Landlord the premises known as **Suite Number 301**, containing approximately **15,836 rentable square feet** located at **7840 Roswell Road, Building 300, Sandy Springs, Georgia 30350** (the “Premises”); and

WHEREAS, Tenant currently occupies the Premises, and the Term of the Lease is scheduled to expire on June 30, 2020, and Tenant desires that the Lease Term be extended by an additional Thirty-six (36) full months; and

WHEREAS, Landlord is willing to agree to an amendment and extension of the Lease Term strictly subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

1. Recitals. The parties acknowledge and agree that the recitals set forth above are true and correct and are hereby incorporated in their entirety. All terms used herein and denoted by their capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.

2. Lease Term. The Lease is amended to provide that the Lease Term shall be extended by Thirty-six (36) full months commencing on July 1, 2020 so as to expire on June 30, 2023, unless sooner terminated pursuant to the terms of the Lease (hereinafter referred to as the “Extended Term”).

3. Base Rent. Tenant reaffirms its duty to pay all Rent, including Base Rent, as and when due pursuant to the Lease in the amounts set forth therein up to the commencement of the Extended Term. The Lease is amended to provide that Base Rent due pursuant to the Lease for the Extended Term shall be due in the following amounts:

Dates	# Months	Monthly Base Rent	Annual Base Rent
July 1, 2020 – June 30, 2021	1-12	\$18,224.60	\$218,695.20
July 1, 2021 – June 30, 2022	13-24	\$18,589.09	\$223,069.08
July 1, 2022 – June 30, 2023	25-36	\$18,960.87	\$227,530.44

4. Additional Rent. In addition to the payment of Base Rent, Tenant reaffirms its duty to pay Common Area Expenses, as well as all other Additional Rent payments due under the terms of the Lease, including Insurance and Tax expenses over the Base Year as modified below, through the Extended Term.

5. Utilities. Tenant reaffirms to pay all utilities pursuant to the Lease for the Extended Term.

6. Security Deposit. Landlord and Tenant acknowledge that at the signing of the Lease, Tenant did not pay any Security Deposit to Landlord and to date, no funds are being held as a Security Deposit.

7. Base Year. The Lease is amended to reflect that from and after July 1, 2020, the Base Year as set forth in the Lease shall reflect a Base Year of 2020 for the purposes of calculating Tenant's Share of Taxes and Insurance.

8. Option to Renew. Tenant is hereby granted one (1) option to renew the Lease (the "Renewal Option") as follows: Tenant shall have the option to renew this Lease at the end of the Extended Term for an additional twelve (12) full month term (the "Renewal Term"). To exercise the Renewal Term, Tenant shall notify Landlord in writing of Tenant's desire to exercise its option to renew for such Renewal Term not later than one hundred eighty (180) days prior to the Expiration Date of the then current Term. Notwithstanding anything to the contrary contained herein, if Tenant is in default hereunder as of the date of giving notice or any time thereafter prior to the commencement date of the Renewal Term, Tenant shall not have the right to exercise the option to renew this Lease. In the event that Tenant elects to exercise its option to renew this Lease, the terms and conditions of the Lease shall remain in force and effect during the Renewal Term except the Base Rent due during the Renewal Term shall be equal to 102% of the annual Minimum Rent due at the expiration of the Extended Term.

9. Tenant Improvement Allowance. By execution hereof, the parties acknowledge that Tenant holds the Premises, and Tenant acknowledges that it accepts and shall continue to hold the Premises through the Extended Term, in its "as-is" condition. In consideration for the extension of the Lease Term set forth herein, Landlord agrees to provide to Tenant a Tenant Improvement Allowance up to, but not to exceed, \$6.00 per rentable square foot (hereinafter referred to as the "Tenant Improvement Allowance") for the costs of materials and labor in conjunction with improvements and alterations to be made to the Premises pursuant to this Amendment. In the event all costs of the Tenant Improvements exceed the Tenant Improvement Allowance, Tenant shall be responsible for said costs to be paid as Additional Rent at the time of invoice. If the Tenant Improvements costs are less than the Tenant Improvement Allowance, Tenant may use the remaining balance for improvements being made pursuant to the Second Amendment to Lease between the parties being executed contemporaneously herewith amending that certain lease originally dated April 13, 2011 for the Premises located at 7840 Roswell Road, Building 400, Sandy Springs, Georgia 30350, and/or that certain Sixth Amendment to Lease being executed contemporaneously herewith amending that certain lease originally dated November 30, 2005 for 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

10. Reserved.

11. Brokers. Tenant represents and warrants to Landlord that it has not dealt with any broker, agent, commissioned salesperson or other person in the negotiation and procurement of this Amendment, except for **Savills, Inc.**, which has represented Tenant, and **The Simpson Organization**, which has represented Landlord (collectively the “Brokers”) who will be paid by Landlord by separate agreement and that no commission fees or compensation of any kind are due or payable in connection herewith to any broker, agent, commissioned salesperson or other person in connection with this Amendment except for the Brokers. Tenant agrees to indemnify and hold Landlord harmless from all loss, costs and damages including attorney’s fees actually incurred or court costs suffered and incurred by Landlord as a result of a breach by Tenant of this representation and warranty.

12. Strict Compliance. Except as specifically set forth herein, all terms and conditions of the Lease remain in full force and effect as written. Should any term or condition of the Lease conflict with any term or condition of this Amendment, the term of this Amendment shall be deemed controlling. Tenant acknowledges that Landlord does and shall require strict compliance with all terms and conditions of the Lease and Landlord is not in default under any term or condition of the Lease.

13. Confidentiality. Unless required by Law, neither Landlord nor Tenant shall disclose the substance of this Amendment and Landlord and Tenant agree to treat all information relating to this Amendment as confidential. This obligation of confidentiality shall not apply to disclosures compelled by law, any order of a court of competent jurisdiction or by a lawful proper subpoena, in which event Landlord or Tenant, as applicable, shall immediately notify the other party of the circumstances purporting to require such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that such other party may take such actions as it may deem appropriate to protect the confidential information being sought. Notwithstanding the foregoing, Tenant and Landlord shall be permitted to disclose, to the extent necessary, the substance of this Amendment to their respective legal representatives and accountants, or as necessary for approval by Tenant at a meeting conducted under the Georgia Open Meetings Law.

14. This Amendment shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Landlord:

MORGAN FALLS REALTY, LP
a Georgia limited partnership

By: Morgan Falls Realty General Partner, LLC
Its General Partner

By: _____
A. Boyd Simpson, Manager

Dated: _____

Tenant:

**CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY**, a political subdivision of the State of
Georgia

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A
Work Letter

1. **Improvements.** Landlord shall, at its cost and expense (except as set forth below), on a turnkey basis and subject to the provisions and limitations set forth below, make the tenant improvements (the “**Tenant Improvements**”) to the Premises, pursuant to mutually agreed upon scope of work (the “**Plans**”). All such fees and costs for the Tenant Improvements shall in the aggregate be called the “**Tenant Improvement Costs**”. The Tenant Improvement Costs shall include all architectural and engineering fees, permit and approval fees as well as Landlord’s five percent (5%) construction management fee of the hard costs. All Tenant Improvements shall be made in a good and workmanlike manner, using building standard materials, in reasonable accordance with the Plans.

Landlord shall (i) engage an architect/engineering team (which shall be approved by Tenant) to prepare the design and specifications of the Tenant Improvements (the “**Working Drawings**”); (ii) competitively bid the Tenant Improvement construction costs with at least three (3) mutually acceptable qualified contractors; and (iii) enter into a contract with the successful bidder (who shall be selected by Tenant) to construct the Tenant Improvements (“**Contractor**”). Landlord makes no representation or warranty that the Plans, Working Drawings or the Tenant Improvements are in compliance with any applicable Laws, but shall cooperate with Tenant by enforcing the terms of the contracts with the Contractor and architect/engineering team to the extent there are errors in the Tenant Improvements and/or Working Drawings or either and/or both do not meet applicable building code. Landlord shall provide for the installation of said Tenant Improvements in the Premises. Landlord shall provide a Tenant Improvement Allowance up to but in no event to exceed **\$95,016.00** (the “**Tenant Improvement Allowance**”). If the lowest bid received exceeds the Tenant Improvement Allowance, then Tenant shall have the option of working with Landlord to modify the Tenant Improvements to come within the Tenant Improvement Allowance subject to Section 3 of this Exhibit “A”. If the Tenant Improvement Costs exceed the Tenant Improvement Allowance, Tenant shall promptly pay all of such excess costs and expenses to Landlord upon demand. Failure of the Tenant to pay the excess costs shall be an event of default under the Lease. Landlord shall have no further obligations with respect to repair or replacement of items in the Premises except as set forth in the Lease. Landlord shall use good faith and diligent efforts to cause the Tenant Improvements to be substantially completed within a commercially reasonable time following full execution of the Amendment, other than Punch List items which shall be corrected within thirty (30) days thereafter. Notwithstanding the foregoing, provided Landlord is operating in good faith, Landlord shall have no liability for any delay by Landlord to cause Substantial Completion of the Tenant Improvements. All Tenant Improvements shall be performed by Landlord during regular business hours. Notwithstanding anything contained herein to the contrary, all cabling, wiring, furniture and moving expenses shall be at the sole cost of Tenant.

2. **Substantial Completion.** If Substantial Completion is delayed, the Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from. “**Substantial Completion**” of the Tenant Improvements means the date upon which the architect, space planner or other consultant engaged by Landlord, or if none, then Landlord, reasonably determines that the Tenant Improvements for the Premises have been substantially

completed in accordance with the Plans and Working Drawings, except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "**Punch List**" items). Notwithstanding the above, the Premises shall not be considered Substantially Complete unless and until Landlord has received a certificate of Occupancy, if applicable. After the completion of the Tenant Improvements, Tenant shall within ten (10) days after demand therefore, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The term "**Tenant Delay**" shall include, without limitation, any delay in the completion of the Tenant Improvements or otherwise resulting from (i) Tenant's failure to comply with the provisions of this Lease, (ii) any delay in work caused by submission by Tenant of a request for any Change following Tenant's approval of the scope of work, Plans or working drawings, or for the implementation of any change order, or (iii) any delay by Tenant in timely submitting comments or approvals to the Plans or Working Drawings, (iv) any work at the Premises performed by Tenant or any of Tenant's agents, employees or contractors or (v) any other act or omission by Tenant or any of Tenant's agents, employees or contractors. Neither Tenant's obligation to payment of Rent nor any other Tenant obligation will be delayed or extended due to a delay in completion of the Tenant Improvements.

3. Changes to Approved Plans. Any changes, modifications, alterations or revisions to the scope or work, Plans and/or working drawings (each, a "**Change**") shall be made only with Landlord's prior written approval which shall not be unreasonably delayed, denied or withheld and shall be at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance (including, without limitation, any additional space planning services and architectural / engineering drawings that may be required in connection with such modifications). If Tenant shall request any Change after approval by Landlord, Landlord shall, if required, have such revisions to the drawings prepared, and Tenant shall reimburse Landlord (at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance) for the cost of such revisions upon demand. Promptly upon completion of any required revisions, Landlord shall notify Tenant in writing of the increased cost, if any, which will be chargeable to Tenant by reason of such Change. Tenant shall, within five (5) business day, notify Landlord in writing whether it desires to proceed with such Change. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested Change, or Landlord may elect to discontinue work on the Premises until it receives notice of Tenant's decision, and any such discontinuation of work shall constitute a Tenant Delay.

4. Repairs and Corrections. Landlord agrees to reasonably repair and correct any work or materials installed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the date of substantial completion. Additionally, Landlord agrees to reasonably repair and correct any Punch List Items performed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the completion of all Punch List Items. Notwithstanding the foregoing, Landlord shall not be responsible to repair or correct any defective work or materials installed by Tenant or any contractor other than Landlord's contractor(s), or any work or materials that prove defective as a result of any act or omission of

Tenant or any of its employees, agents, invitees, licensees, subtenants, Tenants, clients, or guests.

5. Representatives. Landlord has designated _____ as its authorized representative and Tenant has designated _TO-BE-INSERTED as its authorized representative with respect to this Work Letter.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made and entered into as of the _____ day of _____, 2019, (the “Effective Date”) by and between **TSO MORGAN FALLS, LP**, a Georgia limited partnership (hereinafter referred to as “Landlord”) and **CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**, a political subdivision of the State of Georgia (hereinafter referred to as “Tenant”) and provides as follows:

WITNESSETH:

WHEREAS, by virtue of that certain Lease Agreement originally dated April 13, 2011 (as amended by First Amendment to Lease Agreement dated May 13, 2014, hereinafter collectively referred to as the “Lease”), Tenant leases from Landlord (as successor-in-interest to TSO Morgan Falls, LLC) the premises known as **Suite Number 401**, containing approximately **19,731 rentable square feet** located at **7840 Roswell Road, Building 400, Sandy Springs, Georgia 30350** (the “Premises”); and

WHEREAS, Tenant currently occupies the Premises, and the Term of the Lease is scheduled to expire on June 30, 2020, and Tenant desires that the Lease Term be extended by an additional Thirty-six (36) full months; and

WHEREAS, Landlord is willing to agree to an amendment and extension of the Lease Term strictly subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

1. Recitals. The parties acknowledge and agree that the recitals set forth above are true and correct and are hereby incorporated in their entirety. All terms used herein and denoted by their capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.

2. Lease Term. The Lease is amended to provide that the Lease Term shall be extended by Thirty-six (36) full months commencing on July 1, 2020 so as to expire on June 30, 2023, unless sooner terminated pursuant to the terms of the Lease (hereinafter referred to as the “Extended Term”).

3. Base Rent. Tenant reaffirms its duty to pay all Rent, including Base Rent, as and when due pursuant to the Lease in the amounts set forth therein up to the commencement of the Extended Term. The Lease is amended to provide that Base Rent due pursuant to the Lease for the Extended Term shall be due in the following amounts:

Dates	# Months	Monthly Base Rent	Annual Base Rent
July 1, 2020 – June 30, 2021	1-12	\$22,707.09	\$272,485.08

July 1, 2021 – June 30, 2022	13-24	\$23,161.23	\$277,934.76
July 1, 2022 – June 30, 2023	25-36	\$23,624.46	\$283,493.52

4. Additional Rent. In addition to the payment of Base Rent, Tenant reaffirms its duty to pay Common Area Expenses, as well as Additional Rent payments due under the terms of the Lease, including Insurance and Tax expenses over the Base Year as modified below, through the Extended Term.

5. Utilities. Tenant reaffirms to pay all utilities pursuant to the Lease for the Extended Term.

6. Security Deposit. Landlord and Tenant acknowledge that at the signing of the Lease, Tenant did not pay any Security Deposit to Landlord and to date, no funds are being held as a Security Deposit.

7. Base Year. The Lease is amended to reflect that from and after July 1, 2020, the Base Year as set forth in the Lease shall reflect a Base Year of 2020 for the purposes of calculating Tenant's Share of Taxes and Insurance.

8. Option to Renew. Tenant is hereby granted one (1) option to renew the Lease (the "Renewal Option") as follows: Tenant shall have the option to renew this Lease at the end of the Extended Term for an additional twelve (12) full month term (the "Renewal Term"). To exercise the Renewal Term, Tenant shall notify Landlord in writing of Tenant's desire to exercise its option to renew for such Renewal Term not later than one hundred eighty (180) days prior to the Expiration Date of the then current Term. Notwithstanding anything to the contrary contained herein, if Tenant is in default hereunder as of the date of giving notice or any time thereafter prior to the commencement date of the Renewal Term, Tenant shall not have the right to exercise the option to renew this Lease. In the event that Tenant elects to exercise its option to renew this Lease, the terms and conditions of the Lease shall remain in force and effect during the Renewal Term except the Base Rent due during the Renewal Term shall be equal to 102% of the annual Minimum Rent due at the expiration of the Extended Term.

9. Tenant Improvement Allowance. By execution hereof, the parties acknowledge that Tenant holds the Premises, and Tenant acknowledges that it accepts and shall continue to hold the Premises through the Extended Term, in its "as-is" condition. In consideration for the extension of the Lease Term set forth herein, Landlord agrees to provide to Tenant a Tenant Improvement Allowance up to, but not to exceed, \$6.00 per rentable square foot (hereinafter referred to as the "Tenant Improvement Allowance") for the costs of materials and labor in conjunction with improvements and alterations to be made to the Premises pursuant to this Amendment. In the event all costs of the Tenant Improvements exceed the Tenant Improvement Allowance, Tenant shall be responsible for said costs to be paid as Additional Rent at the time of invoice. If the Tenant Improvements costs are less than the Tenant Improvement Allowance, Tenant may use the remaining balance for improvements being made pursuant to the Second Amendment to Lease being executed contemporaneously herewith for that certain Lease between the parties originally dated April 13, 2011 for the Premises located at 7840 Roswell Road, Building 300, Sandy Springs, Georgia 30350, and/or that certain Sixth Amendment to Lease being executed contemporaneously

herewith for that certain Lease originally dated November 30, 2011 for the premises located at 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

10. Reserved.

11. Brokers. Tenant represents and warrants to Landlord that it has not dealt with any broker, agent, commissioned salesperson or other person in the negotiation and procurement of this Amendment, except for **Savills, Inc.**, which has represented Tenant, and **The Simpson Organization**, which has represented Landlord (collectively the "Brokers") who will be paid by Landlord by separate agreement and that no commission fees or compensation of any kind are due or payable in connection herewith to any broker, agent, commissioned salesperson or other person in connection with this Amendment except for the Brokers. Tenant agrees to indemnify and hold Landlord harmless from all loss, costs and damages including attorney's fees actually incurred or court costs suffered and incurred by Landlord as a result of a breach by Tenant of this representation and warranty.

12. Strict Compliance. Except as specifically set forth herein, all terms and conditions of the Lease remain in full force and effect as written. Should any term or condition of the Lease conflict with any term or condition of this Amendment, the term of this Amendment shall be deemed controlling. Tenant acknowledges that Landlord does and shall require strict compliance with all terms and conditions of the Lease and Landlord is not in default under any term or condition of the Lease.

13. Confidentiality. Unless required by Law, neither Landlord nor Tenant shall disclose the substance of this Amendment and Landlord and Tenant agree to treat all information relating to this Amendment as confidential. This obligation of confidentiality shall not apply to disclosures compelled by law, any order of a court of competent jurisdiction or by a lawful proper subpoena, in which event Landlord or Tenant, as applicable, shall immediately notify the other party of the circumstances purporting to require such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that such other party may take such actions as it may deem appropriate to protect the confidential information being sought. Notwithstanding the foregoing, Tenant and Landlord shall be permitted to disclose, to the extent necessary, the substance of this Amendment to their respective legal representatives and accountants, or as necessary for approval by Tenant at a meeting conducted under the Georgia Open Meetings Law.

14. This Amendment shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Landlord:

TSO MORGAN FALLS, LP
a Georgia limited partnership

By: The Simpson Organization, Inc.
Its Manager

By: _____
A. Boyd Simpson, authorized signatory

Dated: _____

Tenant:

**CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY**, a political subdivision of the State of
Georgia

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A
Work Letter

1. **Improvements.** Landlord shall, at its cost and expense (except as set forth below), on a turnkey basis and subject to the provisions and limitations set forth below, make the tenant improvements (the “**Tenant Improvements**”) to the Premises, pursuant to mutually agreed upon scope of work (the “**Plans**”). All such fees and costs for the Tenant Improvements shall in the aggregate be called the “**Tenant Improvement Costs**”. The Tenant Improvement Costs shall include all architectural and engineering fees, permit and approval fees as well as Landlord’s five percent (5%) construction management fee of the hard costs. All Tenant Improvements shall be made in a good and workmanlike manner, using building standard materials, in reasonable accordance with the Plans.

Landlord shall (i) engage an architect/engineering team (which shall be approved by Tenant) to prepare the design and specifications of the Tenant Improvements (the “**Working Drawings**”); (ii) competitively bid the Tenant Improvement construction costs with at least three (3) mutually acceptable qualified contractors; and (iii) enter into a contract with the successful bidder (who shall be selected by Tenant) to construct the Tenant Improvements (“**Contractor**”). Landlord makes no representation or warranty that the Plans, Working Drawings or the Tenant Improvements are in compliance with any applicable Laws, but shall cooperate with Tenant by enforcing the terms of the contracts with the Contractor and architect/engineering team to the extent there are errors in the Tenant Improvements and/or Working Drawings or either and/or both do not meet applicable building code. Landlord shall provide for the installation of said Tenant Improvements in the Premises. Landlord shall provide a Tenant Improvement Allowance up to but in no event to exceed **\$118,386.00** (the “**Tenant Improvement Allowance**”). If the lowest bid received exceeds the Tenant Improvement Allowance, then Tenant shall have the option of working with Landlord to modify the Tenant Improvements to come within the Tenant Improvement Allowance subject to Section 3 of this Exhibit “A”. If the Tenant Improvement Costs exceed the Tenant Improvement Allowance, Tenant shall promptly pay all of such excess costs and expenses to Landlord upon demand. Failure of the Tenant to pay the excess costs shall be an event of default under the Lease. Landlord shall have no further obligations with respect to repair or replacement of items in the Premises except as set forth in the Lease. Landlord shall use good faith and diligent efforts to cause the Tenant Improvements to be substantially completed within a commercially reasonable time following full execution of the Amendment, other than Punch List items which shall be corrected within thirty (30) days thereafter. Notwithstanding the foregoing, provided Landlord is operating in good faith, Landlord shall have no liability for any delay by Landlord to cause Substantial Completion of the Tenant Improvements. All Tenant Improvements shall be performed by Landlord during regular business hours. Notwithstanding anything contained herein to the contrary, all cabling, wiring, furniture and moving expenses shall be at the sole cost of Tenant.

2. **Substantial Completion.** If Substantial Completion is delayed, the Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from. “**Substantial Completion**” of the Tenant Improvements means the date upon which the architect, space planner or other consultant engaged by Landlord, or if none, then Landlord, reasonably determines that the Tenant Improvements for the Premises have been substantially

completed in accordance with the Plans and Working Drawings, except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "**Punch List**" items). Notwithstanding the above, the Premises shall not be considered Substantially Complete unless and until Landlord has received a certificate of Occupancy, if applicable. After the completion of the Tenant Improvements, Tenant shall within ten (10) days after demand therefore, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The term "**Tenant Delay**" shall include, without limitation, any delay in the completion of the Tenant Improvements or otherwise resulting from (i) Tenant's failure to comply with the provisions of this Lease, (ii) any delay in work caused by submission by Tenant of a request for any Change following Tenant's approval of the scope of work, Plans or working drawings, or for the implementation of any change order, or (iii) any delay by Tenant in timely submitting comments or approvals to the Plans or Working Drawings, (iv) any work at the Premises performed by Tenant or any of Tenant's agents, employees or contractors or (v) any other act or omission by Tenant or any of Tenant's agents, employees or contractors. Neither Tenant's obligation to payment of Rent nor any other Tenant obligation will be delayed or extended due to a delay in completion of the Tenant Improvements.

3. Changes to Approved Plans. Any changes, modifications, alterations or revisions to the scope or work, Plans and/or working drawings (each, a "**Change**") shall be made only with Landlord's prior written approval, which shall not be unreasonably delayed, denied or withheld, and shall be at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance (including, without limitation, any additional space planning services and architectural / engineering drawings that may be required in connection with such modifications). If Tenant shall request any Change after approval by Landlord, Landlord shall, if required, have such revisions to the drawings prepared, and Tenant shall reimburse Landlord (at Tenant's sole cost and expense or through the application of funds from the Tenant Improvement Allowance) for the cost of such revisions upon demand. Promptly upon completion of any required revisions, Landlord shall notify Tenant in writing of the increased cost, if any, which will be chargeable to Tenant by reason of such Change. Tenant shall, within five (5) business days, notify Landlord in writing whether it desires to proceed with such Change. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested Change, or Landlord may elect to discontinue work on the Premises until it receives notice of Tenant's decision, and any such discontinuation of work shall constitute a Tenant Delay.

4. Repairs and Corrections. Landlord agrees to reasonably repair and correct any work or materials installed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the date of substantial completion. Additionally, Landlord agrees to reasonably repair and correct any Punch List Items performed by Landlord or its contractor(s) in the Tenant Improvements that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the completion of all Punch List Items. Notwithstanding the foregoing, Landlord shall not be responsible to repair or correct any defective work or materials installed by Tenant or any contractor other than Landlord's contractor(s), or any work or materials that prove defective as a result of any act or omission of

Tenant or any of its employees, agents, invitees, licensees, subtenants, Tenants, clients, or guests.

5. Representatives. Landlord has designated _____ as its authorized representative and Tenant has designated _____ as its authorized representative with respect to this Work Letter.